

## UNIVERSITY CARD ROYALTY AGREEMENT

**THIS UNIVERSITY CARD ROYALTY AGREEMENT** (herein "Agreement") is made and entered into as of this 31<sup>st</sup> day of October 2003 by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (herein "University"), and TCF National Bank, a national banking association (herein "Bank").

**WHEREAS**, University offers a multi-purpose identification card to "Eligible University Community Members" and "Eligible University Community Retirees," as defined in Exhibit A, at its Twin Cities and Duluth campuses that is used to access University facilities and equipment, and for other purposes; and

**WHEREAS**, University selected Bank to offer transaction accounts that can be accessed with the identification card through automated teller machines and point-of-sale terminals at its Twin Cities and Duluth Campuses, and that can be used for the direct deposit of funds by University to the recipients; and

**WHEREAS**, Bank seeks to continue to establish new account relationships through affiliation with University.

**NOW, THEREFORE**, for valuable consideration, the parties agree as follows:

1. **Term.** The term of the Agreement shall commence on January 1, 2004, and, unless terminated earlier as provided in Section 20 of this Agreement, shall terminate on December 31, 2013. Notwithstanding such date of termination, if both parties are engaged in good faith negotiations to amend and/or extend this Agreement, the term shall be extended on a month-to-month basis during such negotiations. References to the "term of this Agreement" contained herein shall mean the initial term together with any extension period.
2. **Royalties to University.** Bank will make royalty payments to the University as provided in Exhibit A.
3. **Card Issuance.** University will cause or has already caused to be issued a plastic card (herein a "Card") to Eligible University Community Members and Eligible University Community Retirees (herein collectively "Cardholders") at its Twin Cities and Duluth campuses (herein collectively "Campuses"); provided, however, University shall in its sole discretion determine the date on which it will issue Cards on respective Campuses. The Card will have the specifications described in Exhibit B. The Card may be used to provide access to University's facilities and equipment, to allow the Cardholder to pay for goods and services from University or merchants on the Campuses, and for such other purposes as may be determined by University from time to time (such other purposes may include off-campus uses). University shall be entitled to control and shall be responsible for the cost of designing, producing and distributing the Card. University will be responsible for the security of undistributed Cards in accordance with the procedures described in Exhibit C. University shall provide Bank with access to Eligible University Community Members at the Campuses for marketing Bank's services. University will transmit

data to Bank each night containing X.500 information that Bank determines is reasonably necessary for Bank to open U Card Accounts for Cardholders who University knows have either initiated a U Card Account or converted an existing account to a U Card Account. Bank shall be responsible for the cost of its equipment and software to receive data transmissions from University. At the time a faculty or staff member or a student elects to obtain access to a U Card Account with the Card (i.e., when the Card "attaches" to the U Card Account), University will identify to Bank the status of the Cardholder as an Eligible University Community Member. Cardholders shall not be required to forfeit Cards when the respective Cardholders leave the University community, and such Cards will continue to function as a Bank ATM and/or debit card

**4. U Card Account.** Bank will provide a depository account attached to the U Card (herein "U Card Account") for Cardholders who have requested such an account and who meet Bank's usual account opening requirements, including an initial minimum deposit of \$50.00 by Cardholder. Only one account per Cardholder shall be considered to be a U Card Account as defined herein. The U Card Accounts will, at a minimum, have the following features:

- a. The U Card Accounts will be transaction accounts (as defined in Federal Reserve Board Regulation D), subject to Bank's usual requirements for offering accounts. Some individuals may not be eligible for accounts due to prior negative banking history or other account opening requirements as Bank may establish from time in connection with applicable law or Bank policy.
- b. Statements for the U Card Accounts will be generated by Bank at least monthly for accounts that have had activity during the month, and for all other accounts not less frequently than once per quarter.
- c. The terms of the U Card Accounts, and the availability of funds on deposit in the U Card Accounts, will be comparable to the terms and availability offered to the same class of Bank's other customers, except as provided in Exhibit D and as otherwise expressly provided in this Agreement. With University's prior written consent, Bank may offer enhancements to the U Card Accounts for Cardholders where Bank deems it advisable to do so in order to gain wider acceptance of the product. Bank will make other services and discounts available to Cardholders as described in Exhibit D. Any terms, services, discounts and other benefits to a Cardholder described in this Agreement (including the exhibits to this Agreement) may be discontinued upon expiration or termination of this Agreement. Any terms, services, discounts and other applicable benefits to a Cardholder described in this Agreement (including the exhibits to this Agreement) shall continue for all Cardholders even where such Cardholder ceases to be an Eligible University Community Member associated with University; provided, however, that the Free TCF Preferred Online Banking shall end on the earliest of the time: (i) such individual has not been an Eligible University Community Member associated with the University for one year; (ii) this Agreement is terminated for any reason; or (iii) the term of this Agreement expires in the ordinary course. University's informational materials relative to the benefits provided hereunder to its Cardholders will be submitted to Bank for review and approval prior to use and will

disclose that such benefits will be for the time period that University has a contract with Bank to provide such benefits.

- d. The Card may be used to make electronic funds transfers to and from a U Card Account as described in Exhibit E. Other electronic funds transfer services described in Exhibit E will also be made available in connection with the U Card Accounts. Bank may, at its option, offer additional electronic funds transfer services or other services in connection with the U Card Accounts that are not described in Exhibit E. Nothing herein will preclude Bank from issuing a separate debit card, check card and/or check-cashing card to Cardholders. As between Bank and University, and except as otherwise provided in Section 6 of this Agreement, Bank assumes all risk associated with the issuance of debit cards, check cards and check-cashing cards.
- e. All U Card Accounts will be subject to the terms and conditions of applicable written account agreements between Bank and Cardholders, as such agreements may be amended from time to time in accordance with their respective terms; provided, however, that such terms and conditions may not contravene any term or condition of this Agreement.
- f. All U Card Accounts will be negotiable order of withdrawal accounts, and the holders thereof must be eligible holders, within the meaning of 12 U.S.C. § 1832.
- g. Bank may offer check-cashing services and provide a check-cashing card to Cardholders who elect not to open or do not meet Bank's qualifications to open a U Card Account. Some individuals may not be eligible for check-cashing services due to prior negative banking history, or other account opening requirements as Bank may establish from time in connection with applicable law or Bank policy.
- h. Bank agrees to operate at least one branch in the city of Duluth, Minnesota within two (2) miles of campus throughout the term of this Agreement.

Except as stated in Exhibit D, all terms, conditions and prices of the U Card Accounts, and all services by Bank to Cardholders, are subject to change from time to time upon thirty (30) days' written notice by Bank to University and upon notice by Bank to Cardholders when required under applicable law.

Nothing herein prohibits Bank from closing any U Card Account when the holder of such U Card Account is in default on an obligation to Bank or as may be appropriate consistent with applicable laws and regulations.

For purposes of this Agreement, the U Card Accounts shall be considered the same class of account as Bank's other non-interest bearing consumer checking accounts.

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will obligate Bank to pay an overdraft, or take the risk of overdrafts, for any Cardholder; provided,

however, that Bank will not base its decision to pay or not pay an overdraft solely on an individual's status as a Cardholder.

Nothing herein prohibits Bank from terminating check-cashing program privileges when the holder of such check-cashing card engages in any fraudulent activity, misuses the privileges or is otherwise in default on any obligation to Bank.

**5. U Card Account Opening.** The U Card Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations, provided, however, that University shall have the right to determine where on the Campuses such accounts may be opened.

Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting U Card Account applications and initial deposits from Cardholders. Bank may accept deposits to U Card Accounts anywhere and by any means permitted by federal law, including Bank's offices, correspondent banks, mobile branches and messengers, and automated teller machines ("ATMs") accepting deposits, provided that Bank shall not be permitted to accept deposits on the Campuses (except using ATM's for which licenses have been issued by University) without University's consent. Bank may, with the consent of University, but shall not be required to, accept deposits at the main U Card Office or other mutually acceptable locations on the Campuses during freshmen orientation and such other times as the University may permit.

Bank may provide, at Bank's sole expense, blank U Card Account application forms to University for distribution to incoming freshmen to complete and for University to forward to Bank. University will disclose to any such Cardholders that the U Card Account will not be considered opened until the application is received and accepted by Bank. Bank shall be responsible for obtaining information from Cardholder in connection with U Card Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank. University will have the right to issue replacement Cards in accordance with the terms of this Agreement to Cardholders, whether or not they have a U Card Account, subject to Section 9.

Bank has the right to refuse to open a U Card Account consistent with the requirements of any state or federal law that applies, or purports to apply, to Bank. Bank also has the right to refuse to open a U Card Account where Bank, applying account-opening standards and procedures comparable to those used for the same class of Bank's other customers, believes the Cardholder presents an unacceptable risk of loss to Bank or is unable to verify information in the Cardholder's application.

**6. Compliance With Applicable Law.** For purposes of this Agreement, University will be considered the "issuer" of the Card, except to the extent the Card is used to perform electronic funds transfers to or from the Cardholder's U Card Account with Bank or to perform other transactions involving the U Card Account, in which case Bank will be considered the "issuer". Bank will not be responsible to University or any Cardholder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the card as it pertains to electronic funds transfers to or from the Cardholder's U Card Account with Bank and to the performance of any other transactions involving a U Card Account. Bank will be responsible to Cardholder for any unauthorized or erroneous transaction involving the U Card Account to the extent provided for

under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. University will not be responsible to Bank or any Cardholder for any liability arising from Bank's issuer responsibilities or for losses to any U Card Account; provided, however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a U Card Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid into the U Card Accounts, if any, University will comply with the Higher Education Act of 1964, the rules and regulations of the United States Department of Education and the applicable guaranty agency, and other applicable laws and regulations.

7. **Reports.** Bank will provide monthly reports to University in detail which equals or exceeds the detail of information found in reports currently provided to University by Bank; provided, however, Bank shall provide a separate report for each Campus. Within fifteen (15) months after a person ceases to be associated with the University, University will deliver to Bank a report stating such person's the U Card number, last date of association with the University, and such other information as the parties shall mutually agree. Reports by University under this Section 7 shall be quarterly and shall be delivered within ten (10) business days following the end of a quarter.

8. **Marketing.** During the term of this Agreement, Bank shall allocate \$200,000 annually for the benefit of U Card marketing at the Campuses, including the cost of the account opening incentive (sweatshirts) and sponsorship opportunities at University. Payments to University in connection with Bank's sponsorship of intercollegiate athletics or New Student Orientation and First Year Experience programs for the 2003 - 2004 school year, payments to the University of Minnesota Foundation for scholarships (as described in Exhibit A) and payments to University in satisfaction of obligations or commitments of Bank existing as of the date of this Agreement shall be disregarded in determining whether Bank has met its obligations under this Section 8.

On or before January 31 following each year of this Agreement, Bank shall submit a report in such detail as University may reasonably request setting forth a description of the Bank's U Card marketing activities during the preceding year and the out-of-pocket costs incurred by Bank in connection therewith. University shall have the right to review Bank's books and records concerning its U Card marketing expenditures at Bank's offices during Bank's regular business hours unless the report submitted by Bank is certified as accurate by the appropriate senior officer of Bank. In the event it is determined that Bank has spent less than \$200,000 in any year, Bank shall immediately make a contribution to the University of Minnesota Foundation for student scholarships at University in an amount equal to the difference between the Bank's U Card marketing expenditures and \$200,000 and shall reimburse University's out-of-pocket expenses, if any, incurred in reviewing Bank's records. If the deficiency is more than \$25,000, then Bank shall, in addition to making a contribution to the University of Minnesota Foundation as provided above, make a contribution of an equivalent amount to University, which payment Bank agrees reflects damages reasonably anticipated to result from Bank's failure to make marketing expenditures as required by this section. University shall not, however, be permitted to terminate this Agreement solely on account of Bank's failure to make annual marketing expenditures of \$200,000 or more.

9. **Usage of Names and Marks.** The parties grant use of their respective names and service marks as set forth below.

- a. Bank Marks. Bank hereby grants University for the term of this Agreement the right to print the "TCF", "TCF National Bank", "TCF Bank", "Express Teller" proprietary service marks and trademark registration marks, as appropriate, (collectively, the "Bank Marks") and "PLUS" service marks and trademark registration marks, as appropriate, (collectively, the "PLUS Marks") on all Cards and all promotional and informational materials prepared by University in connection with this Agreement. All such promotional and informational materials must be submitted to Bank for approval before printing. Bank may withhold its approval for any reason at its sole discretion. University agrees to print the Bank Marks and the PLUS Marks on all Cards. The Bank Marks must conform to the specifications described in Exhibit B, as such specifications may be amended by Bank from time to time upon notice to University. The PLUS Marks must conform with the PLUS system rules, a copy of which will be provided by Bank to University upon request. University will make no other use of Bank Marks without, in each case, Bank's prior written consent.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that it is merely a licensee of the "PLUS" service mark, that the limited right hereunder to use the Bank Marks and the PLUS Marks does not confer upon University any license or right of ownership of the Bank Marks or the PLUS Marks, and all use of the Bank Marks or the PLUS Marks by University will inure to the benefit of Bank.

Accordingly, University's limited right to use of the Bank Marks or the PLUS Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or the PLUS Marks or any variation of the Bank Marks or the PLUS Marks on Cards issued after the effective date of such expiration or termination; provided, however, that University may issue replacement Cards with the Bank Marks or the PLUS Marks after expiration or termination of this Agreement to Cardholders who continue to maintain a U Card Account with Bank. Further, in no event shall University have the right to use the PLUS Marks on Cards issued after the effective date of termination of Bank's own rights or license of the Bank Marks or the PLUS Marks, provided Bank has notified University of such termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks or the PLUS Marks, or with respect to whether such marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the service marks or design as a tradename, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or the PLUS Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event

Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 10. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from University's use of the Bank Marks or the PLUS Marks service marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, University agrees to discontinue the use of any service marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Any change by Bank in the specifications for any service marks will apply only to cards issued or reissued after notice of the change is given to University. University shall be permitted to issue Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of cards. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to Marks or to eliminate Marks on cards already on order, Bank shall pay all University's out-of-pocket costs related to such changes. University shall have no obligation to reissue Cards with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

Bank and University intend that the use of the above described Bank Marks on the cards will conform with Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4 regarding use or acknowledgement of name and logo appertaining to a qualified sponsorship arrangement.

- b. University Marks. University hereby grants Bank for the term of this Agreement the right to display the logos and marks identified in Exhibit F (collectively, the "University Marks") on all print promotional and informational materials prepared by Bank in connection with this Agreement. All such promotional and informational materials must be submitted to University for approval before printing. University may withhold its approval for any reason at its sole discretion. All use of the University Marks by the Bank must conform to Exhibit F and any specifications of University concerning its Marks, as such specifications may be amended by University from time to time upon notice to Bank. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University's prior written consent.

Bank acknowledges and agrees that University is the owner of the University

Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank's limited right to use of the University Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

University does not make, and hereby disclaims, any representations or warranties with respect to the "U Card" and "University of Minnesota" marks, or with respect to whether such marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 11. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

**10. Insurance.** Bank represents and warrants that, during the entire term of this Agreement, Bank shall maintain comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. In addition, Bank shall obtain and keep in force automobile liability insurance in an amount not less than \$1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Regents of the University of Minnesota as an additional insured, and such insurance companies shall endeavor to notify University in writing at least thirty (30) days before canceling any such policy. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof to University upon request.

**11. Liability.** Each party will exercise reasonable care in providing electronic funds transfer services and other services to Cardholders as contemplated under this Agreement, subject to



breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES IT IS TO PERFORM TO CARDHOLDERS UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE. NEITHER PARTY WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES TO THE OTHER PARTY IN CONNECTION WITH SERVICES TO CARDHOLDERS HEREUNDER OR IN THE PERFORMANCE OR NONPERFORMANCE OF ANY TERM OR CONDITION OF THIS AGREEMENT.

In addition to the foregoing, the parties agree as follows:

- a. Bank does not control, and, except as provided in Federal Reserve Board Regulation E and Minnesota state law to the extent applicable, is not responsible to University for any error, act, or omission with respect to automated teller machines or point-of-sale terminals not owned and operated by Bank.
- b. Bank does not undertake to insure that Cardholders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to automated teller machines, point-of-sale ("POS") terminals, the Internet, or other existing or future technology associated with Cards, Cardholders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

Except as provided in Section 6, so long as University complies with the Card Security Procedures set forth in Exhibit C and does not through its negligence allow card stock to be inappropriately distributed, University shall have no liability for fraudulent use of U Card relating to U Card Accounts.

**12. Representations and Warranties.** Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's board of directors or board of regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy,

insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

**13. Examinations.** Subject to applicable law, all records maintained by University pertaining to Bank and its U Card Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency (herein "OCC"). The OCC will have the authority and responsibility provided to regulatory agencies pursuant to the Bank Service Company Act, 12 U.S.C. § 1867(c) and (d) (herein "BSCA"), relating to services performed by contract or otherwise. University will provide the OCC with such other information as the OCC may reasonably require in connection with its examination of Bank. Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. Such records shall be limited to Bank's production of records so as to enable University to determine the number of Active Primary University Checking Accounts (as defined in Exhibit A), and shall specifically exclude records pertaining to Bank's profits and losses, business plans, projections and estimates, and information pertaining to any Cardholder other than the Cardholder's account number, and other confidential information. Any such access will be during Bank's normal business hours, with not less than five business days advance notice to Bank. Any out-of-pocket expenses incurred by Bank to third parties in making any such records available to University will be paid by University. Bank may require persons obtaining access to Bank's records under this Section 13, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 15.

**14. Exclusivity.** During the term of this Agreement, University will not cause or authorize any Card to be used as a device to perform electronic funds transfers to or from a Cardholder's account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent Cardholders from using Cards as stored value cards or declining balance cards. University will not allow other financial institutions to establish banking offices on University's Campuses without first offering Bank a right of first offer as provided in Section 18 herein.

**15. Confidentiality.** University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for X.500 data, which shall automatically be deemed to be Confidential

Information of University, and Bank's customer lists as described below, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.

- b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.
- d. In the event the receiving party is required to disclose Confidential Information of the disclosing party to a third party in order to perform under this Agreement, the receiving party must first obtain the written consent of the disclosing party to make such disclosure, which consent shall not be unreasonably withheld, and the receiving party must enter into a confidentiality agreement with such third party under which that third party would be restricted from disclosing, using, or duplicating such Confidential Information of the disclosing party except as required in order to allow the receiving party to perform its obligations under this Agreement.
- e. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.
- f. University understands and agrees that, to the extent applicable under the provisions of the BSCA, it may be subject to examination by the OCC for the services provided in connection with this Agreement. In addition, University shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality (as required by this Section 15) of Bank's Confidential Information which it receives; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer.

These confidentiality and security provisions shall survive the termination of this Agreement.

- g. Throughout the term of this Agreement, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

It is expressly agreed that Bank's customer lists, including names of Eligible University Community Members and Eligible University Community Retirees who are Cardholders and who have U Card Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other eligible University community members for any purpose it deems appropriate, University would be precluded from using a list comprised of Cardholders who have obtained U Card Accounts from Bank if such use was for a purpose prohibited by this Section 15; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection (e), if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, Bank shall either return or destroy all documents, data and other information provided by University to Bank, or Bank's employees or agents in connection with this Agreement.

**16. U Card Account Fees.** Any terms, services, discounts and other benefits described in Exhibit D may be discontinued upon expiration or termination of the term of this Agreement. Any terms, services, discounts and other benefits described in Exhibit D may also be discontinued as provided in Exhibit D or Section 4(c).

**17. Automated Teller Machines.** University and Bank contemplate entering into an ATM licensing agreement (herein "ATM License Agreement") between the parties dated on or about July 11, 2003 and which shall run concurrently with this Agreement. Such ATM License Agreement shall be in substantially the form of Exhibit G to this Agreement.

**18. Right of First Offer.** Before offering or agreeing to grant any bank, savings and loan association, credit union or similar financial institution the right to establish an office at a site on any of the participating University Campuses, University shall first offer Bank, in writing, the right to establish such office at the site on terms and conditions set forth in the offer. Bank shall have thirty (30) days from receipt of the offer to accept or reject it, which it shall do in writing. If Bank fails to act within the thirty (30) day period, it shall be deemed to have rejected the offer and University shall have the right to offer such banking office site to any other party. If Bank



accepts the offer, the parties shall promptly thereafter enter into a written agreement concerning the establishment of an office on terms and conditions and for the consideration set forth in the offer. University will not allow other financial institutions to establish banking offices on the Campuses within 1,000 feet of Bank's offices on the Duluth campus or on the East Bank of the Minneapolis campus. The St. Paul Campus and the West Bank of the Minneapolis campus shall not be subject to the 1,000-foot radius restriction in this Section 18. In addition, the following buildings and/or sites shall not be subject to the provisions of this Section 18: McNamara Alumni Center, all buildings leased by University to Fairview Health Services and its subsidiaries, any building the majority of which is leased by University to University of Minnesota Physicians, and any site on which an intercollegiate football stadium and related facilities are constructed. This right of first offer shall not preclude the extension, renewal, amendment or assignment of an agreement between University and another financial institution concerning a banking office that exists as of the date of this Agreement, or the relocation of such existing banking office, provided that no additional offices are established pursuant to such agreement, and provided that such relocation does not place the relocated office within 1,000 feet of a Bank office on the East Bank of the Minneapolis campus. For purposes hereof, "Bank office" means an office owned or occupied by Bank which is staffed full-time by one or more persons and open for business to the public at least five days each week, exclusive of bank holidays. For purposes hereof, the U Card office shall not be deemed to be a "Bank office."

Bank has been advised that University may wish to permit the University of Minnesota Federal Credit Union ("UMFCU") to establish a banking office on the West Bank of the Twin Cities Campus during the term of this Agreement. University shall be permitted to offer a site for a banking office on the West Bank to UMFCU without first offering it to Bank so long as the site has a usable area of less than 600 square feet and is not located in Carlson School of Management or Wilson Library. Before offering a larger site anywhere on the West Bank or any site in the Carlson School of Management or Wilson Library to UMFCU University shall first offer the site to Bank and the provisions set forth in the preceding paragraph shall apply. If Bank rejects the offer, University shall be permitted to offer the site to UMFCU. If, pursuant to the provisions set forth above, Bank accepts the offer, and if University thereafter proposes to make a second West Bank site available to UMFCU, then University shall first offer such second site to Bank, and the procedures and timelines set forth in the preceding paragraph shall apply. If Bank accepts the offer to establish a banking office at such second site, it shall vacate its present West Bank office and move to the second site at its expense. University shall then be free to offer Bank's original West Bank site or a site of substantially the same size and location to UMFCU for use as a banking office.

**19. University Check Design.** University hereby grants Bank for the term of this Agreement the exclusive right to offer for sale to all of its customers, whether or not they are U Card account-holders, checks utilizing the design depicted in Exhibit F and labeled as "U Card check design" ("University Design"). Bank agrees that University is the owner of the University Design, that the limited right hereunder to offer the University Design does not confer upon Bank any license right of ownership or any other legal interest in the University Design. Accordingly Bank's limited right to offer University Design for sale to its non-University customers is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, Bank will immediately cease offering University Design.

**20. Termination and Default.** This Agreement will terminate as follows:

- a. In accordance with Section 1;
- b. By either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material breach of any provision of this Agreement and failure to cure the breach within 120 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party, it being acknowledged and agreed that the inability to achieve any minimum number of new U Card Accounts or any level of acceptance by Cardholders shall not be deemed to be a material breach for which this Agreement may be terminated;
- c. By either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets;
- d. By either party upon one hundred and twenty (120) days notice to the other party if termination is compelled by the OCC.

**21. Assignment.** This Agreement may not be assigned by either party in whole or in part, by operation of law or otherwise, without in each event the other party's prior written consent. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. The foregoing will not require the consent of University to a merger between Bank and another entity controlled by or under common control with TCF Financial Corporation or any entity with which TCF Financial Corporation may merge, whether or not TCF Financial Corporation is the surviving entity.

**22. Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgement that such subcontractor is subject to the applicable terms and conditions of this Agreement.

**23. Notices.** Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank: TCF National Bank  
801 Marquette Avenue  
Minneapolis, MN 55402  
Attention: Executive Vice President of Retail Banking

With a copy to: TCF National Bank  
801 Marquette Avenue  
Minneapolis, MN 55402  
Attention: General Counsel

If to University: University of Minnesota  
Attn. Director, U Card Program  
300 Washington Avenue SE, Room G22  
Minneapolis, MN 55455

With a copy to: University of Minnesota  
Office of the General Counsel  
Attn: Director, Transactional Law  
200 Oak Street SE  
360 McNamara Alumni Center  
Minneapolis, MN 55455

**24. Amendments and Waiver.** This Agreement may be amended only in a writing signed by both parties, unless a different means of amendment is expressly provided for herein. Any such written amendment must be signed, in the case of University, by its Chief Financial Officer, or his or her delegatee, and in the case of Bank, by its Executive Vice President of Retail Banking or President. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party.

**25. Exhibits.** The following Exhibits are attached to this Agreement and incorporated by reference herein:

|           |   |
|-----------|---|
| Exhibit A | Royalties to University   |
| Exhibit B | Card Specifications   |
| Exhibit C | Card Security Procedures  |
| Exhibit D | Account Terms for U Card Accounts and other Services and Discounts to Cardholders |
| Exhibit E | Electronic Funds Transfers  |
| Exhibit F | University Marks  |
| Exhibit G | Form of ATM License Agreement   |
| Exhibit H | Bank Commitments and Performance Standards  |

|           |   |
|-----------|---|
| Exhibit I | TCF Promotional and Information Opportunities on Campuses     |
| Exhibit J | TCF Brochure for U Card Accounts                              |
| Exhibit K | TCF Current Guidelines for ATM and Check Card Transactions    |
| Exhibit L | TCF Current Funds Availability Policy                         |
| Exhibit M | TCF Corporate Equal Opportunity and Non Discrimination Policy |
| Exhibit N | University Equal Opportunity and Non Discrimination Policy    |
| Exhibit O | TCF Preferred Online Banking                                  |

**26. Parties in Interest.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon or give to any person (other than the parties hereto, their successors and their permitted assigns) any rights or remedies under or by reason of this Agreement. There are no third party beneficiaries to this Agreement. Nothing in this Agreement is intended to affect University's operations at campuses other than its Twin Cities and Duluth Campuses or impose rights or obligations with respect to such operations or the students, faculty members, and staff members at campuses other than the Twin Cities and Duluth Campuses.

**27. Relationship of Parties.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

**28. Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement.

**29. Consent.** Except as stated otherwise to the contrary in this Agreement, in all instances where the parties are required to consent under this Agreement, such party shall grant or withhold such consent at its sole discretion.

**30. Taxes.** Both parties are represented by competent legal and tax counsel, and each party is responsible for its respective tax obligations resulting from this Agreement.

**31. Descriptive Headings.** The descriptive headings of several sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

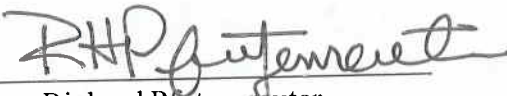
**32. Counterparts.** Any number of counterparts of this Agreement may be executed by the parties hereto. Each such executed counterpart will be, and will be deemed to be, an original, but all of such executed counterparts will constitute, and will be deemed to constitute, in the aggregate, one and the same instrument.




33. **Governing Law.** The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and date first written above.

**Regents of the University of Minnesota**

By   
Richard Plutzenreuter  
Chief Financial Officer

**TCF National Bank**

By   
Mark Jeter  
President

**TAB A**

## EXHIBIT A

### ROYALTIES TO UNIVERSITY

1. Definitions Unless otherwise defined in this Agreement, the following terms shall have for purposes of this Exhibit A the meanings ascribed to them below:

"Active U Card Account" shall mean a U Card Account with Bank (i) which on the date it was opened or converted to a U Card Account was in the name of a Cardholder (either as owner or co-owner), (ii) which was opened or converted to a U Card Account during the period commencing March 1, 1995 and ending on the last date of the term of this Agreement, and (iii) in which during the month ending on the Cut-Off Date at least one deposit (exclusive of interest credits) or withdrawal (exclusive of Bank imposed fees) was made; provided, however, that if a U Card Account is opened prior to the time a Cardholder elects through University to obtain access to a U Card Account with a Card (i.e., prior to the time when the Card "attaches" to the U Card Account), the U Card Account shall be considered an Active U Card Account at the time the Card attaches, provided the account otherwise meets the requirements of this paragraph.;

"Cut-Off Date" shall mean the second Saturday of each calendar month during the term of this Agreement;

"Eligible University Community Members" shall include any person who is designated by University as a member of any of the current University categories listed on Schedule A-1 attached to this Exhibit and who has been issued a Card by University. University reserves the right to rename, restructure, combine, or otherwise change such categories during the term of this Agreement. University reserves the right to designate additional individuals associated with the University but not included in the categories now listed on Schedule A-1 as "Eligible University Community Members," provided that before adding a group whose membership exceeds 1,000 members, University shall obtain the written consent of Bank.

"Eligible University Community Retirees" shall include any person who is designated by University as a member of any of the current University categories of retirees listed on Schedule A-2 attached to this Exhibit and who has been issued a Card by University. University reserves the right to rename, restructure, combine, or otherwise change such categories during the term of this Agreement to include any retirees who were at the time of their employment considered by University to be Eligible University Community Members.

"Faculty Member" and "Staff Member" may include, without limitation, persons classified by University as members of University faculty or staff, as well as persons classified by University as "academic student employment," "graduate assistants," and "teaching assistants," but shall not include persons classified by University as "student employment."

"Royalties" shall include payments for (i) the use of University and U Card marks, designs or trademarks, (ii) the grant of exclusive rights under paragraph 14 of the Agreement,

and (iii) payments for other intangible rights granted to Bank by the University. Royalties paid as a result of this arrangement are allocated to several different components for administrative purposes, including a signing bonus, a guaranteed annual minimum for Active Accounts, an annual payment toward plastic card stock expense, and an annual scholarship payment. Notwithstanding this administrative allocation of Royalties to these different components, it is understood between University and Bank that the University is not providing any material services with respect to these activities or payments.

"Student" shall include, without limitation, persons classified by University as part-time or full-time students to whom the University issued a Card.

2. Payment of Signing Bonus Royalty. Bank shall pay University as a signing bonus royalty for its selection as the exclusive bank sponsor of the University of Minnesota's multifunctional identification card as offered in Bank's Response to University's Request for Proposal, dated February 18, 2003 and the resulting grant to Bank of (i) use of the University's marks, designs, trademarks. (ii) exclusive rights under Section 14 of this Agreement and (iii) other intangible assets granted to Bank throughout the one hundred and twenty (120) month term of this Agreement. This one time payment shall be payable in two installments of \$1 million each, the first of which is due upon execution of this Agreement and the second of which is due immediately after the ATM License Agreement has been executed by the parties

3. Payment of Active U Card Account Royalty. Bank shall pay University a royalty fee for each Active U Card Account held by Eligible University Community Members. This royalty is based on; (i) grant to Bank of use of University and U Card marks, designs or trademarks, (ii) grant to Bank of exclusive rights under Section 14 of this Agreement and (iii) payments for other intangible rights granted to Bank by University in connection with the Active U Card Accounts during the period, and for which Eligible University Community Members are entitled to receive free checks bearing the University marks, designs or trademarks.

3.01 During the term of this Agreement Bank shall pay University Royalties for Active U Card Accounts held by Eligible University Community Members according to the following schedule:

| <u>Calendar Year</u> | <u>Active U Card Account Royalty</u> |
|----------------------|--------------------------------------|
| 2004                 | \$25 per Active U Card Account       |
| 2005                 | \$26 per Active U Card Account       |
| 2006                 | \$27 per Active U Card Account       |
| 2007                 | \$28 per Active U Card Account       |
| 2008                 | \$29 per Active U Card Account       |
| 2009                 | \$30 per Active U Card Account       |
| 2010                 | \$31 per Active U Card Account       |
| 2011                 | \$32 per Active U Card Account       |
| 2012                 | \$33 per Active U Card Account       |
| 2013                 | \$34 per Active U Card Account       |

3.02 Bank shall pay a Guaranteed Annual Minimum of \$1 million for each of the years of this Agreement, regardless of whether the product of the number of Active Accounts in that year multiplied by the per-account payment reaches \$1 million for that year.

3.03 Bank shall make an advance payment of the \$1 million Guaranteed Annual Minimum for each of the first five years (or a total advance of \$5 million). This one time advance shall be immediately payable once both this Agreement and the ATM License Agreement that runs concurrently with this Agreement have been approved and executed by the parties.

3.04 Bank shall make an advance payment of \$1 million Guaranteed Annual Minimum on the first business day following January 1 in each of years six through ten of the Agreement.

3.05. Bank shall determine and report to University the number of Active U Card Accounts as of the last Cut-Off Date of each calendar quarter during the term of this Agreement.

3.06. At the end of each calendar month, University and Bank shall determine the monthly Royalty from the Active U Card Accounts by multiplying the number of Active U Card Accounts as of the last Cut-Off Date by an amount equal to one-twelfth (1/12) of the per account Royalty applicable to such month as set forth in Section 3.01 above. On or before January 31 following each year of this Agreement, Bank shall pay to University an amount equal to (i) the sum of the monthly Active U Card Account Royalties for the previous year ended December 31, less (ii) any Guaranteed Annual Minimum advanced for that year.

3.07. No Active U Card Account Royalties shall be paid with respect to any U Card Account held by an individual who has ceased being associated with the University for one year as of the last day of the year for which Royalties are being paid.

3.08. University shall have the right, at its expense, to have a representative of the University inspect such books and records of Bank as are necessary to verify Bank's performance and all royalty payments due under the terms of this Agreement. Bank shall make such books and records available for inspection during normal business hours at Bank's place of business. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement for which University has notified Bank that exception has been taken by the University, shall be retained by Bank until the claim has been resolved.

4. Payments of Royalty Allocated to Plastic Card Stock. On or before March 31 of each year during the term of this Agreement, Bank shall pay University the sum of \$10,000 toward the cost of plastic card stock to be used for co-branded student identification cards which will be provided to Cardholders for their convenience and also allow Cardholders access to their respective U Card Accounts with Bank.

5. Scholarships. On or before March 31 of each year during the term of this Agreement, Bank shall contribute \$100,000 to the University of Minnesota Foundation for student scholarships at University.

6. Payment of Royalty Allocated to Orientation. Upon execution of this Agreement, Bank shall pay \$50,000, which is to be allocated by the University to the New Student Orientation and First Year Experience programs for the 2003 – 2004 school year.

7. Finance Charges. If Bank fails to make payment within thirty (30) days after the payment is due, the amount due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid

## Schedule A-1

### Eligible University Community Member Categories

1. Academic Staff
2. Affiliated Academic Staff
3. Faculty
4. Staff
5. Affiliated Staff
6. Student
7. Affiliated Student
8. Visiting Student
9. Regent

## **Schedule A-2**

### **Eligible University Community Retiree Categories**

1. Retired Academic Staff
2. Retired Faculty
3. Retired Staff



**TAB B**

## EXHIBIT B

### CARD SPECIFICATIONS

- . Express Teller service mark logo will appear on each Card. The logo will conform to the specifications provided by Bank to University in writing from time to time.
- . Bank Marks will appear on each Card and will conform to the specifications provided by Bank to University in writing from time to time.
- . PLUS Marks will appear on each Card and will conform to the specifications provided by Bank to University in writing from time to time.
- . Signature panel.
- . Electronically produced photo of the Cardholder
- . ISO number that is unique to University. University shall be considered the owner of the ISO number used in connection with the Card. Bank shall be responsible for the cost of a new ISO number, if required.
- . University will transmit data to Bank each night containing X.500 information relevant to this Agreement on the University community at the Campuses. Bank shall be responsible for the cost of its equipment and software to receive data transmissions from University.
- . University to be assigned its own Bank Identification Number ("BIN Number").
- . Customer-selected account secret codes and online banking passwords must conform to parameters established by Bank from time to time and shall initially be not less than 4 characters or more than 8 characters. Account secret codes and online banking passwords may be changed at the Cardholder's request. Account secret codes and online banking passwords will not be provided by Bank to University or its personnel, and University will not ask Cardholders to reveal their account secret codes or online banking passwords. It generally takes one business day to activate an account secret code and online banking password once it is selected.
- . No expiration date.
- . Card number to be provided by Bank.
- . Track two: as presently defined by Bank or as hereafter mutually agreed by Bank and University.

**TAB C**

## **EXHIBIT C**

### **CARD SECURITY PROCEDURES**

University to:

- . Maintain a daily log of all Cards added to and removed from inventory. No more than 3,500 Cards will be logged out on any given day.
- . Balance Card inventory quarterly to assure adequate supply and control.
- . Permit Bank to conduct random audits of Card supply at the places where Cards are maintained upon at least one day advance notice to University, at times to be determined by Bank, provided that such times must be during University's normal business hours.

**TAB D**

## EXHIBIT D

### ACCOUNT TERMS FOR U CARD ACCOUNTS AND OTHER SERVICES AND DISCOUNTS TO CARDHOLDERS

The following benefits apply during the term of this Agreement to Eligible University Community Members who hold a U Card Account (except that such benefits can be discontinued as provided in Section 4(c) of the Agreement):

No charge for issuance of Card.

No minimum balance and no monthly fee. U Card Accounts are not interest bearing.

Unlimited free check printing for single copy custom designed U of M checks and unlimited check writing (Cardholder must request Free checks for accounts opened prior to the time a Card is issued). Bank can limit the number of free checks ordered to 100 checks per order, with no reorders allowed until substantially all of the prior order is used. If duplicate copy custom designed U of M checks are requested, only the incremental additional cost for this type of check will be required.

Free check card with 100% fraud protection and such loyalty program as may be generally available to holders of Bank's check cards.

No charge by Bank for deposits, withdrawals, transfers and balance inquiries for Bank-owned automated teller machines.

No charge by Bank to use a Card to make (i) transfers and balance inquiries at automated teller machines not owned by Bank; (ii) up to four (4) withdrawals per Cardholder per monthly statement cycle at Upper Midwestern regional network automated teller machines not owned by Bank (Instant Cash, Wells Fargo, U Bank, TYME); provided, however, Cardholders shall pay a fee (not to exceed the greater of (a) \$1.50 per transaction or (b) the current fee charged by Bank for local account holders of the same class) for withdrawals conducted at Upper Midwestern regional network automated teller machines not owned by Bank in excess of four (4) withdrawals per Cardholder per monthly statement cycle; (iii) withdrawals at out-of-state ATMs that carry the PLUS logo. Cardholders shall pay a fee (not to exceed the greater of (i) \$1.50 per transaction or (ii) the current fee charged by Bank for local account holders of the same class) for all withdrawals conducted at independently owned automated teller machines. The parties acknowledge that Bank cannot control surcharges (which are charges by third party automated teller machine owners to Cardholder pursuant to a direct agreement between the third party and the Cardholder at the time of the transaction), and Cardholders are therefore responsible for paying such charges.

Access to international ATM network with Cardholder selection of account secret code.

. Free campus-specific design sweatshirt, or alternative item reasonably acceptable to University.

. *Free TCF Preferred Online Banking* (including Bill Pay) while an Eligible University Community Member of University.

. Custom designed U of M checks express issued in campus branch in substantially the same quality as checks printed and mailed by Bank or its supplier.

. *Free U Card Savings* with no minimum balance and no monthly fee.

. Seven day banking at Stadium Village and Duluth branches.

. Express Coin Service with free self-service coin counting.

. Direct debit or credit of funds electronically through the Automated Clearing House (herein "ACH"), in accordance with the by-laws and operating rules of the ACH as the same may be amended from time to time.

. No charge for notarial services.

. No charge for point-of-sale transactions using a Card.

In addition to the above benefits, Eligible University Community Members, except Students, and Eligible University Community Retirees who have a U Card Account shall receive the following benefits during the term of this Agreement (except that such benefits can be discontinued as provided in Section 4(c) of the Agreement):

. Insured Cash Management money market account with minimum balance requirement and monthly fee waived.

. *Golden Savings Plus* high rate savings account for balances between \$15,000 and \$100,000.

. No fee for traveler's checks.

. No fee for official checks.

. 1/4% increase on the normal rate payable by Bank on certificates of deposit for the same amount and term, as in effect at time of certificate opening. Cannot be used in conjunction with any other promotional rate offers, or for jumbo accounts or non-personal accounts. This increased rate must be requested at the time of certificate opening, and does not apply to certificates opened prior to the effective date of this Agreement that are renewed automatically and without use of the Card during the term of this Agreement.

. 1/4% off the normal interest rate payable on Bank's home equity and consumer loans (not

including credit card, overdraft credit lines, or dealer paper) for the same amount and term, as in effect at the time of loan. Payment on such loans must be made electronically through Automated Clearing House. This discount cannot be used in conjunction with any other promotional rate offers. This discount must be requested at the time the loan is made. This discount does not apply to loans made prior to the effective date of this Agreement that are extended or renewed during the term of this Agreement where there are no new advances at the time of extension or renewal other than origination fees, closing costs and points.

U Card Accounts may have an overdraft line of credit for Cardholders who meet Bank's usual underwriting criteria, the terms of which will not be less favorable to Cardholders than the terms offered to Bank's other customers holding the same class of account.

In addition to the foregoing, the other terms of the U Card Account will not be less favorable to Cardholders than the terms offered to Bank's other customers holding the same class of account. Except as expressly provided herein to the contrary, and subject to the notice provisions in Section 4 of the Agreement, nothing herein shall be deemed to preclude Bank from increasing its prices or fees to Cardholders, or assessing additional fees to Cardholders, to the same extent such increases or additions apply to Bank's other depositors holding the same class of account.

In the event that Bank, during the term of this Agreement, offers to any of its customers a proprietary credit card, Bank shall, on terms, including normal credit underwriting and approval, interest rates and fees, no less generous to the Cardholders as those on which credit cards were offered to other TCF customers, offer such card to each Cardholder holding a U Card Account and such person shall not be charged an annual fee in connection with the use of such credit card.



# **TAB E**

## EXHIBIT E

### ELECTRONIC FUNDS TRANSFERS USING CARD AND OTHER ELECTRONIC FUNDS TRANSFER SERVICES OFFERED IN CONNECTION WITH THE ACCOUNTS

Telephone transfer of funds from or to the U Card Account from or to another account of Cardholder at Bank.

Direct deposit of funds and preauthorized automatic withdrawal of funds through the Automated Clearing House ("ACH").

Withdrawal and transfer of funds using Express Teller automated teller machines ("ATMs") and other ATMs for which Bank has a networking sharing agreement in effect at the time of the withdrawal or transfer and, for ATMs that accept deposits, the deposit of funds using such ATMs.

Withdrawal of funds from Express Teller point-of-sale ("POS") terminals operated by University or merchants located on University's campus, to the extent provided in any separate agreement between Bank and University, and withdrawal of funds from POS terminals operated by merchants which allow for point-of-sale access by Cardholders pursuant to a separate agreement with Bank or a POS interchange network that has a sharing agreement with Bank.

Bank has exclusive control over any electronic fund transfers and functions accomplished using a Card or any other device that may be used to access a U Card Account electronically (provided that the foregoing will not preclude University from making direct deposit of funds for the benefit of Cardholders). University will not have the right to control, change, add to, discontinue, modify or affect any Cardholder's use of a U Card Account, electronic access to a U Card Account, or electronic fund transfer capabilities using a Card or any other device that may be used to access a U Card Account electronically. Nothing herein will limit Bank's right to add or discontinue any ATM or POS location that is used to access a U Card Account, change the functions of any ATM or POS terminal that is used to access a U Card Account, add or remove debit card capabilities using a Card, enter into agreements with other ATM or POS networks to provide electronic access to a U Card Account, issue debit cards to holders of the U Card Accounts, or discontinue its agreement with other ATM or POS networks providing for electronic access to the U Card Accounts, provided that in doing so it does not discriminate against Cardholders in the use, availability or service of such ATMs or POS terminals or in providing electronic access to the U Card Accounts. Withdrawals from ATMs and POS terminals by Cardholders will be subject to such limits on the amount and frequency of withdrawals, and the limits on the availability of ATM and POS service, as are applicable to Bank's other customers holding the same class of account.

Further limits on the availability of ATM, POS, or ACH transaction capability are stated in the U Card Account agreement between Bank and the Cardholder, as the same may be amended from time to time, provided that no such amendment will discriminate against a Cardholder in favor of

other holders of the same class of account.

If one or more POS terminals are established by University, University is responsible for any licensing that may be required under the Minnesota Electronic Funds Transfer Facilities Act and for any transaction receipts required under that Act or federal Regulation E.

**TAB F**

## EXHIBIT F

### "University Marks"

*[Add depiction of University Design on checks]*

U Card front

U Card Twin Cities back

U Card Duluth back

U Card logo\*\*

Gopher Gold logo\*\*

Bull Dog Logo\*\*

Campus Cash

Centered Wordmark

Left Justified Wordmark

One Line Wordmark

Centered Reverse Wordmark

Left Justified Reverse Wordmark

One Line Reverse Wordmark

University of Minnesota Wordmark\*\*

\*\* indicates a registered trademark or wordmark of the University

## **EXHIBIT F**

### **Continued**

#### **"University Marks"**

##### **Specification regarding use of University Marks**

University hereby agrees that the above Marks may be used on brochures, signage, clothing and other promotional U Card items as appropriate. See Exhibit F, Appendix A, for further use specifications. University reserves the right to review all promotional materials prepared by or for Bank in connection with this Agreement prior to production. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by TCF.

Any future trademark, word mark or other registration of the U Card picture or logo will require TCF to indicate such registration designation along with any such use of the registered Marks.

# Appendix A to Exhibit F "University Marks"

Logo reverses and B&W are acceptable

The U Card Office uses PMS 202C and 201U for maroon and 136C and 116U for gold



U Card front



U Card back-Twin Cities



U Card logo



Gopher GOLD™ logo



University "M"

UNIVERSITY  
OF MINNESOTA  
University wordmark-centered

UNIVERSITY OF MINNESOTA  
University wordmark-one line

UNIVERSITY  
OF MINNESOTA  
University wordmark-left justified



U Card check design

## Duluth Marks



U Card back-Duluth



Campus Cash card-Duluth



Duluth bulldog

**TAB G**





## UNIVERSITY OF MINNESOTA

### ATM LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is entered into effective as of October 31, 2003 by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation (the "University") and TCF National Bank, a national banking association (the "Bank"). This Lease is entered into by the University through its Real Estate Office for multiple locations on the Twin Cities Campus.

**1. Leased Premises.** University, for the convenience of its students, faculty, staff and invitees, and in consideration of the provisions contained in this Lease, grants to Bank a non-exclusive right to use the locations described on Exhibit A attached to this Lease (individually a "Leased Location" or all together the "Leased Premises") for the purposes described in Section 5, below. Exhibit A designates as to each such location the building in which such Leased Location is found (the "Building"). Bank's employees, agents and contractors shall have the right of ingress and egress to and from the Leased Premises during normal Building hours for the purposes of installing, inspecting, repairing, servicing, replacing or monitoring the use of its ATMs. University reserves the right to require Bank to relocate, at Bank's expense, one or more ATMs to a comparable space on the Twin Cities Campus designated by University upon sixty (60) days notice to Bank. Reasonable expenses for more than two (2) relocation of any one ATM which are required by University shall be borne by University.

Bank hereby accepts the Leased Premises in the condition existing as of the commencement date of this Lease, as that term is defined below, or the date Bank takes possession of the Leased Premises if earlier than the Commencement Date. Bank acknowledges that University has made no representations or warranties as to the present or future suitability of the Leased Premises for the conduct of Bank's business or the installation of its ATMs.

**2. Term.** The initial term of this Lease shall be ten (10) years, commencing January 1, 2004 (the "Commencement Date"), and ending on December 31, 2013, unless terminated earlier as provided in Section 15. Notwithstanding such date of termination, if both parties are engaged in good faith negotiations to extend this Lease, the term shall be extended on a month-to-month basis during such negotiations until terminated by either party. Nothing in this Lease shall be construed to require either party to engage in or continue negotiations to extend this Lease. References to the "term of this Lease" contained herein shall mean the initial term together with any month-to-month extension period.

**3. Base Rent.** Bank agrees to pay to University as Base Rent for the Leased Premises, during the entire term, those sums set forth in the table included in the attached Exhibit B, the first installment of which is due and payable upon the Commencement Date of this Lease and the second and subsequent installments of which are due on or before each anniversary of the Commencement Date thereafter without demand or off-set. Payments of all rent shall be in lawful money. If Bank fails to make any required payment within ten (10) days after the

payment is due, Bank shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars (\$20.00) shall be paid by Bank for all checks returned by the bank on which the checks are drawn due to insufficient funds, account closed, or any other reason.

4. **[Reserved].**

5. **Use.** Bank will use the Leased Premises for the installation and operation of ATMs only, and will make no other use of the Leased Premises without the University's prior written consent in each instance. Unless otherwise stated in Exhibit A, only one ATM may be installed in any one Leased Location. The Leased Premises shall not be used by Bank for any purpose which is illegal, offensive or hazardous. No ATM shall broadcast music or voices or make any other sound which, in the context in which the ATM is located, would be reasonably deemed by University to be distracting or obnoxious or to be a disturbance to those using nearby spaces. Notwithstanding the foregoing, Bank may program ATMs to emit voices and sounds intended to assist users who may be visually impaired and/or to conform with guidelines established by Bank in order to comply with the Americans With Disabilities Act or other applicable law, No flammable fluids, explosives, or hazardous or toxic substances may be brought to the Leased Premises or be used or stored by Bank in, on, or about the Leased Premises.

During the term of this Lease, Bank shall comply with all applicable laws and ordinances, including but not limited to state and federal banking laws, and University rules and regulations in its use of the Leased Premises.

Bank shall not sell, distribute or dispense any merchandise, products or services (or permit any other person to do the same) except as described in Exhibit C, without University's prior written consent, which consent University may grant or withhold at its sole discretion.

Bank shall not use ATM screen messages or transaction receipts to advertise or promote tobacco products, alcoholic beverages (including intoxicating and non-intoxicating liquor), or non-alcoholic beverages (other than made-to-order coffee drinks) which are not bottled or distributed by the Coca-Cola Company and bottlers and distributors affiliated with it, and the successor holders of soft drink pouring and vending rights. Except as stated above, University consents to Bank's use of screen messages and transaction receipts to advertise or promote merchandise, products or services of third parties.

6. **Surrender of Premises.** Bank will, at the expiration of this Lease, remove all of its personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to the University in the same good condition which existed when it took them, as determined by University in its sole discretion, normal wear and tear and damage from the elements excepted.

7. **Hold-Over.** In the event Bank remains in possession of the Leased Premises after the expiration of this Lease and without execution of a new lease but with the consent of University, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, upon the same terms and conditions contained in this Lease, to the extent the same terms are applicable to a month-to-month tenancy, except the monthly base rent for each ATM will be the greater of either: 1) one twelfth (1/12) of the sum of \$500 plus the annual base rent payable by Bank immediately prior to expiration of the term of this Lease per year; or 2) a monthly market rate rental payment for ATMs of similar transaction volume within the Twin Cities Metropolitan area. In addition to base rent, Bank shall also continue to pay Additional Rent for foreign transaction fees as provided in Section 24(B), below. If Bank remains in the Leased Premises after the expiration of this Lease, without execution of a new lease and without the consent of University, the monthly base rent will be one twelfth (1/12) of one hundred fifty percent (150%) of the annual base rent paid by Bank immediately prior to the expiration of this Lease, and Bank shall also continue to pay Additional Rent for foreign transaction fees.

8. **Assignment; Sublicensing.** In the event of a merger between Bank and another entity controlled by or under common control with TCF Financial Corporation or any entity with which TCF Financial Corporation may merge, whether or not TCF Financial Corporation is the surviving entity, this Lease may be assigned or transferred by Bank to the successor entity effective ten (10) business days after University's receipt of a notice from Bank of such intended transfer stating the name and notice address of the successor entity. In addition, Bank may assign this Lease to an affiliate of Bank that is 100% owned directly or indirectly by Bank or Bank's parent effective ten (10) business days after University's receipt of a notice from Bank of such intended transfer stating the name and notice address of the successor entity. In all other instances, this Lease may not be assigned or transferred by Bank, and Bank agrees not to sublease the Leased Premises in whole or in part or to permit occupancy by another without the prior written consent of University. Unless University expressly agrees to the contrary, an assignment, transfer or sublease shall not release Bank from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

9. **Utilities, Services and Taxes.** University agrees to provide to the Leased Premises maintenance and operation services in accordance with its routine schedule for the Building of which the Leased Premises are a part, provided however, Bank shall pay, or reimburse the University for its payment of, all costs and expenses of providing electricity and telecommunication services (including, but not limited to, on-line computer, security and alarm circuits) to the Leased Premises.

Bank will reimburse the University for all "special" maintenance and operational services requested by Bank and for the costs of repairs to the Leased Premises necessitated by Bank's misuse or abuse of the Leased Premises. Bank shall pay or reimburse University for its costs to modify the Leased Premises to facilitate the installation and operation of the ATMs (including installation of conduit, power circuits, communication lines, security and alarm circuits), whether the modification is made on or off the Leased Premises and each modification shall be made

pursuant to University's design and code requirements. All such modifications shall be subject to University's prior written consent.

Bank shall be responsible for all real estate and/or personal property taxes, or payments in lieu of taxes, arising from Bank's use of the Leased Premises pursuant to this Lease and all special assessments levied against and/or attributable to the Leased Premises during the period of this Lease. Bank shall be responsible for obtaining all required permits and licenses required in connection with its use of the Leased Premises and shall pay all applicable taxes, including but not limited to sales taxes.

University shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Leased Premises and serving other parts of a Building in which the Leased Premises are located. University shall use reasonable efforts to perform such work in a manner that will not unduly interfere with Bank's use of the Leased Premises.

University shall not be liable for any utility interruption or failure or delay in delivering any utility or service under this Lease for any cause beyond its control. University shall also have the right, without liability to Bank and without such suspension being deemed to be an eviction, to suspend temporarily the delivery of services or utilities to Bank in order to permit University to make repairs or improvements to a Building or the Leased Premises, or for any other reasonable purpose. To the extent practical, University shall give Bank advance notice of repairs or improvements that will result in interruptions in the delivery of services or utilities.

**10. Care of Premises.** Bank shall be responsible for maintenance, repair and operation of its equipment on the Leased Premises and shall keep the Leased Premises in good clean condition during the entire term of this Lease, subject to the University's obligations specified in Section 9. Bank agrees to keep the Leased Premises free of debris and other waste and will provide a proper receptacle for the disposal of paper produced by the ATMs.

**11. Indemnification.** To the extent permitted by law, Bank agrees to defend with counsel acceptable to University, indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) that may be imposed upon or incurred or paid by or asserted against University by reason of or in connection with any loss of life, personal injury, or loss or damage to property and resulting from Bank's use of the Leased Premises, the negligent or wrongful acts of Bank's employees, agents, contractors, or invitees, or Bank's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease and to be performed or complied with by Bank. To the extent permitted by law, University agrees to defend, indemnify, and hold harmless Bank from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) that may be imposed upon or incurred or paid by or asserted against Bank by reason of or in connection with any loss of life, personal injury, or loss or damage to property in or upon the common areas of the property on which the Leased Premises are located occasioned in whole or in part by any act or omission of University, its agents, contractors, or employees. Neither party shall have any responsibility to the other for any indirect or consequential damages.

**12. Insurance.** At all times during the term of this Lease, Bank shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily injury, personal and advertising injury, and property damage, with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. In addition, Bank shall obtain and keep in force fire legal liability insurance in an amount not less than \$100,000 each occurrence and automobile liability insurance in an amount not less than \$1,000,000 combined single limit, which shall include armored car coverage. Each policy shall be issued by companies acceptable to University, shall name the Regents of the University of Minnesota as an additional insured, and shall provide that the policy will not be canceled without at least thirty (30) days' prior written notice to University. Bank shall provide certificates evidencing that it has obtained the coverage required above to the University prior to entering the Lease Premises to install its equipment or make other alterations. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such insurance upon request.

Bank and University each hereby waive any right of recovery against the other due to loss of or damage to the property of either University or Bank when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

**13. Personal Property.** University is not responsible for Bank's equipment or personal property (including, without limitation, any currency in any ATM operated by Bank on the Leased Premises); Bank shall carry property insurance in sufficient amounts to cover its equipment and personal property.

**14. Damage.** In the event a Building is damaged or destroyed by fire or other casualty so as to render any Leased Location unusable for a period the University reasonably anticipates will exceed fourteen (14) days, either the University or Bank may terminate this Lease as to such Leased Location upon written notice to the other party given within thirty (30) days of such damage or destruction and the Base Rent shall be equitably adjusted as of the date of the damage or destruction. If neither party terminates the Lease as to the affected Leased Location, University shall rebuild or restore the damaged portion of the Leased Location and Building to substantially the same condition as existed prior to the damage or destruction, using reasonable diligence to accomplish the restoration. Rent shall abate as to the affected Leased Location during the restoration period, unless the misuse or abuse of the Building or Leased Location by Bank, its agents, representatives, invitees or employees caused such damage or destruction.

**15. Default.** In the event Bank fails to pay base rent or any other monetary charge within ten (10) days after the same is due and payable to University, or fails to keep any other term, condition, or covenant to be kept, observed, or performed by Bank and such failure continues for thirty (30) days after notice from University, University shall have the immediate right (a) to terminate this Lease and all rights of Bank hereunder by giving notice to Bank, (b) to reenter and repossess the Leased Premises by summary proceedings, with or without terminating the Lease, (c) to cure any default that can be cured by the expenditure of money and charge Bank for all costs incurred by University, which costs shall be payable immediately upon demand, or (d) to pursue any other legal or equitable relief available to University. No termination of the Lease by

University shall relieve Bank of its liabilities and obligations under this Lease, all of which shall survive. Bank shall immediately pay University the base rent and other sums due through the date of termination or repossession, and thereafter on or before each annual anniversary of the Commencement Date of this Lease until the end of what would have been the full term had there been no termination or repossession. Bank shall pay University the rent that would have been payable under the Lease less the proceeds received by University for reletting the Leased Premises after deducting all of University's expenses in connection with such reletting, including, without limitation, repossession costs, brokerage commissions, and alteration costs. University may, at any time, recover from Bank as and for liquidated and agreed final damages for Bank's default the then-present value of the excess, if any, of the rent and other charges payable by Bank under this Lease for the remainder of the term over the then fair market rental value of the Leased Premises for the same period, using a four percent (4%) discount rate. In the event University fails to keep any term, condition, or covenant to be kept, observed or performed by University and such failure continues for thirty (30) days after notice from Bank, Bank shall have the option (a) to terminate this Lease by giving notice to University, whereupon the obligations of the parties shall cease, or (b) to pursue any other legal or equitable relief available to Bank. If a default by either Bank or University is of such a nature as to reasonably require more than thirty (30) days to cure, then the defaulting party shall have such additional time as is required to cure the default provided that the defaulting party immediately commences and diligently pursues to completion the curing of the default.

**16. Remedies Cumulative-Waiver of Rights.** All remedies conferred on University or Bank shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any right contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or right. Receipt by University of rent due with knowledge of the breach of any covenant shall not be deemed a waiver of such breach. No waiver by University or Bank of any of the provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

**17. Alterations.** Bank shall make no change, alteration, modification or addition to the Leased Premises, including painting or installing vending machines or signs, without the prior written consent of the University. Application for any required building permits shall be made to the University Building Code Division. Bank shall be responsible for changes to the Leased Premises required by any governmental authority specifically because of Bank's use of the Leased Premises, including any Americans with Disabilities Act changes required in conjunction with Bank's modifications. Bank shall keep the Leased Premises free of any and all mechanics', material supplier's, and other liens arising out of any work, labor done, services performed, or materials furnished for Bank or claimed to have been furnished during the Term of this Lease.

**18. Advertising and Signage.** Without University's prior written consent, Bank shall not display any signage on or about the Leased Premises or any Building in which a Leased Location may be found, provided however, Bank may display a sign on each ATM displaying the ATM logo, Bank name, services provided through the ATM, cards accepted and any legally required regulatory notices. Except as preempted by federal law, permitted signage must comply with

University policies and specifications. University shall not provide Bank with any signs. Bank shall not be permitted to advertise on ATMs the services or products of any third party business, including a parent or subsidiary of Bank.

**19. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

|                       |  |
|-----------------------|--|
| If to the University: | University of Minnesota<br>c/o Real Estate Office<br>Attention: Leasing Manager<br>424 Donhowe Building<br>319 15 <sup>th</sup> Avenue SE<br>Minneapolis, MN 55455-0199<br>Facsimile No: (612) 624-6345<br>E-mail Address: reo@umn.edu                             |
| With a copy to:       | University of Minnesota<br>Office of the General Counsel<br>Attn: Transactional Law Services Group<br>360 McNamara Alumni Center<br>200 Oak Street SE<br>Minneapolis, MN 55455-2006<br>Facsimile No.: (612) 626-9624<br>E-Mail Address: contracts@mail.ogc.umn.edu |
| If to the Bank:       | TCF National Bank<br>c/o Express Teller<br>Attn: Senior Vice President EXO-01-N<br>801 Marquette Avenue<br>Minneapolis, MN 55402<br>Facsimile No.: 952-249-7115<br>E-mail Address: dengel@tcfbank.com  |
| With a copy to:       | TCF National Bank<br>Attn: Joseph T. Green, General Counsel<br>801 Marquette Avenue<br>Minneapolis, MN 55402<br>Facsimile No.: 952-475-7951<br>E-mail Address: jgreen@tcfbank.com  |

**20. Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Bank, it being expressly understood and agreed that neither the method of computation or rent nor any other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between University and Bank other than the relationship of landlord and tenant.

**21. Amendments.** This Lease shall be amended only in a writing duly executed by all the parties to this Lease.

**22. Entire Agreement.** This Lease, including Exhibit A (describing each Leased Location to which this Lease applies), Exhibit B (the table setting forth Rent and Additional Rent over the Term of this Lease) and Exhibit C (consisting of University's Request for Proposal ("RFP"), Bank's Bid Response or Response to RFP, University's Award Notice Document and supplementary questions and responses (all together the "ATM Contract")) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms and all prior negotiations and agreements relating to the subject matter of this Lease are merged herein. In case of a conflict between the provisions of the ATM Contract and the provisions of any other part of the Lease, the provisions of this Lease which are not found in Exhibit C shall prevail.

**23. Governing Law/Jurisdiction.** The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Lease, without giving effect to its conflict of laws principles.

**24. Special Conditions.** Notwithstanding any provision of the Lease to the contrary:

A. All rent shall be paid the University at the following address:

University of Minnesota  
Real Estate Office  
424 Donhowe Building  
319 15<sup>th</sup> Avenue SE  
Minneapolis, MN 55444-0199

B. Bank shall also pay Additional Rent, including payment on transaction and foreign transaction fees, if applicable, for the use of the Leased Premises based upon the total monthly transaction volume at said ATM(s), as follows:

\$1.50 per foreign transaction (withdrawals only), plus 50% of each such fee in excess of \$2.00 per foreign transaction withdrawal so long as Bank's foreign transaction fees shall be consistent with the market for such fees.



Within ten (10) days of the end of each calendar month, Bank shall provide the University a statement of transactions volume at all locations for the month just ending, along with a check for the Additional Rent, if any, due for that month. In the event Bank fails to submit a statement of transactions volume and Additional Rent, if any, within ten (10) days of the end of each month, Bank shall pay to University an administrative fee of \$50.00 per ATM.

- C. Bank is responsible for obtaining and maintaining in good standing any and all approvals and permits from appropriate regulatory authorities which may be required for the use of the Leased Premises for the purposes specified herein. In the event Bank is unable to obtain such approvals and permits, or in the event such approvals or permits are suspended or revoked during the term of this Lease, University may terminate this Lease upon a written notice of at least thirty (30) days.
- D. Bank shall provide ATM services at each Leased Location in a manner substantially similar to those services provided at a majority of Bank's ATMs located in downtown Minneapolis and at the Mall of America in Bloomington, Minnesota. As to each Leased Location, Bank's ATM shall be available during all hours when the Building in which such Leased Location is situated is open, excluding reasonable down time for servicing.
- E. Records relating to volume of transactions at each Leased Location shall be maintained by Bank for a period of three (3) years from the date the record is made. Bank agrees to allow the University's Department of Audits to inspect, examine, audit and make copies of such records provided that one week's prior notice is provided to Bank. Records shall be made available to University during Bank's normal business hours at a location designated by Bank in Hennepin County, Minnesota. All such examinations, inspections, audits and copying shall be at the sole expense of University unless based upon its review of the Bank's records it is determined that Bank has underreported either its transaction volume for any Leased Location by more than four percent (4%) or underpaid Additional Rent for any period by more than four percent (4%), in which case Bank shall pay for the cost of the audit and in addition provide corrected transaction records and immediately pay any deficiency in Additional Rent.
- G. Bank shall be permitted to install such alarms and security systems at each Leased Location in accordance with University's Building Code and plans and specifications approved in advance by University. Bank acknowledges that the Leased Premises are located in or around public buildings and the University is not responsible for safety and security at or near any Leased Location. Bank is solely responsible for any additional lighting that Bank determines is necessary or desirable for each Leased Location, subject to University's prior written approval of the design and method of attachment of such lighting.

- H. In the event Bank requests and is granted permission by University to install additional ATMs at locations in new or existing Buildings, or University requires relocation as provided in Section 1, Exhibit A shall be amended to reflect such new locations. Nothing in this Lease shall be construed to give Bank any right to install ATM machines on the University property in the City of Minneapolis in the area east of Oak Street SE and north of University Avenue or in McNamara Alumni Center.

**25. Counterparts.** Any number of counterparts of this Lease may be executed by the parties hereto. Each such executed counterpart will be, and will be deemed to be, an original, but all of such executed counterparts will constitute, and will be deemed to constitute, in the aggregate, one and the same instrument.

**IN WITNESS WHEREOF,** the University and Bank have executed this Lease on the day and year first above written.

**Regents of the University of Minnesota**

**TCF National Bank**

By:

By:

Name:

Name: Mark Jeter

Title:

Title: President

Date:

Date:

## **EXHIBIT A**

### **Leased Premises**

For each Leased Location, identify the Leased Location (e.g., a floor, wing, or corridor) and the Building in which the Leased Location is found (as described below and depicted on the attached floor plans, Diagrams A1 through A12).

- A-1 One ATM on the first Floor CMU – 300 Washington Avenue**
- A-2 One ATM on the first Floor CMU – 300 Washington Avenue**
- A-3 One ATM on the Ground Floor CMU – 300 Washington Avenue**
- A-4 One ATM University Recreation Center-1906 University Avenue**
- A-4 One Moos Tower – 515 Delaware Street**
- A-6 One ATM Willey Hall- West Bank 225 19<sup>th</sup> Avenue S.**
- A-7 One ATM Blegen Hall- West Bank 269 19<sup>th</sup> Avenue S.**
- A-8 One ATM Carlson School of Management – West Bank 321 19<sup>th</sup> Ave. S.**
- A-9 One Wilson Library – West Bank – 309 –19<sup>th</sup> Avenue S.**
- A-10 One ATM St. Paul Student Center – 2018 Buford Ave.**
- A-11 One ATM Earle Brown Center, St. Paul – 1890 Buford Avenue**
- A-12 One Walter Library- East Bank – 117 Pleasant Street SE**

## EXHIBIT B

### Annual Rent

| Locations A-1 through A-10 *      | Per Machine | Annually  |
|-----------------------------------|-------------|-----------|
| Year One - 1.1.2004-12.31.2004    | \$25,000    | \$250,000 |
| Year Two - 1.1.2005-12.31.2005    | \$25,500    | \$255,000 |
| Year Three - 1.1.2006-12.31.2006  | \$26,000    | \$260,000 |
| Year Four - 1.1.2007 - 12.31.2007 | \$26,500    | \$265,000 |
| Year Five - 1.1.2008 - 12.31.2008 | \$27,000    | \$270,000 |
| Year Six - 1.1.2009-12.31.2009    | \$27,500    | \$275,000 |
| Year Seven - 1.1.2010-12.31.2010  | \$28,000    | \$280,000 |
| Year Eight - 1.1.2011-12.31.2011  | \$28,500    | \$285,000 |
| Year Nine - 1.1.2012 - 12.31.2012 | \$29,000    | \$290,000 |
| Year Ten - 1.1.2013-12.31.2013    | \$29,500    | \$295,000 |

\*Does not include Foreign Transactions

| Locations A-11-A-12.                     | Per Machine during entire term of Lease. |
|--|--|
| Earle Brown Center<br>St. Paul           | Additional Rent Only                     |
| Walter Library<br>East Bank, Minneapolis | Additional Rent Only                     |

**EXHIBIT C**

**ATM CONTRACT**

**[Attach ATM RFP and Response to RFP]**

**TAB H**

## EXHIBIT H

### Bank Commitments and Performance Standards

#### A. ANNUAL REVIEW

Bank is committed to making good faith efforts to continually improve the U Card Checking Account product to keep it interesting to the University community as well as to keep the program a leader in innovation throughout the country. In addition, Bank is committed to working diligently to identify potential areas for operational efficiencies and bring emerging technologies into services provided by this Agreement. On or before the end of the first year of the Agreement and thereafter at least once per year, University and Bank representatives shall meet to discuss whether Bank's customer product offering is still reasonable and competitive within the market and whether University community members are being offered unique products and services or product enhancements not generally available to Bank's customers because of their relationship with the University. Bank shall be represented by a senior policy maker in the U Card area of Bank's business.

#### B. IMPLEMENTATION

1. Should University choose to continue its current stored value programs under which cash value can be stored on the U Card and used to make purchases at vending, beverage and copy machines and computer print labs, Bank will cooperate with University to explore servicing options and costs associated with maintaining cash to card machines that may have a capability of transferring funds from a U Card account to the stored value stripe on the U Card.
2. Should University choose to replace or upgrade its stored value program to an online system, Bank will cooperate with University to explore serving as the clearinghouse for transactions and holding account funds. Bank commits to meet with the University and its processor to review the business opportunity, technical requirements, and infrastructure costs and revenues associated with an on and off-campus declining balance feature.
3. Bank's product and staff are currently in place with the ability and expertise to continue providing service on the Twin Cities and Duluth Campuses. Bank is taking steps toward implementation of additional enhanced services and features including Free TCF Preferred Online, Free U Card Savings, Free Express Check Printing and ATM screen messages (which shall include notices of University or U Card events) with completion expected on or before January 1, 2004.
4. Current Interlink operating rules require that the Primary Account Number (PAN) reside on the front of the card to aid in merchant transaction processing and Federal Regulation E dispute resolutions. Bank would be very willing to discuss reasons for moving all or part of the account number with the University and the Interlink operations board.

### C. REPORTS

1. Bank currently provides to University reports on a fiscal year basis (July – June) and by accounting period (monthly). At University's request, Bank shall provide such reports electronically. Bank will work with the University to develop University desired report enhancements and to create a fiscal year report in addition to the existing monthly reports.
2. Bank shall continue to provide University with the following types of by-campus reports: a) account acceptance rates; b) account activation rates; and c) level of U Card related funds on deposit.
3. During the term of this Agreement Bank will report to University regarding U Card Accounts opened irrespective of whether such accounts are opened at the U Card office, at any of Bank's Minnesota branches or via any other means Bank utilizes for opening accounts.
4. Bank will allow pre-existing account with Bank to convert to U Card Accounts. Bank will invite qualified members of the University community who are already Bank customers with existing checking accounts to convert and received the unique benefits of U Card checking. Bank shall report to University monthly regarding the number of pre-existing accounts converted to U Card Accounts.
5. Bank will provide periodic by-campus reports of financial details and Royalties to confirm and verify accrued Royalties for University.

### D. ON-GOING SUPPORT

1. Bank will provide coverage at the U Card office on the Twin Cities Campus from 8:30 AM - 4:00 PM daily and will offer extended hours if desired by the University. Bank will provide 5 – 6 additional employees during peak card issuance periods on the Twin Cities Campus and will continue providing Bank staff for directions, line control and Express Cards to save the University the cost of hiring additional temporary employees. Bank employees will serve a dual role at the New Student/Parent Orientation and the Info Fair, providing information on the U Card and the U Card account. Bank will provide daily coverage at the U Card office on the Duluth Campus from 11:00 AM – 2:00 PM and supply 2 – 3 employees for orientation at the Duluth Campus.
2. Bank has installed a computer at the Twin Cities U Card office and will provide account servicing, account maintenance, and card maintenance at that office. U Card holders who obtain a replacement Card may stop at the U Card office to transfer the information from the old Card to a new Card. Bank's full function ATM located on the first floor of Coffman Union adjacent to the theater will provide deposit and withdrawal access.
3. U Card customers may call 1-800-228-8892 or 612-661-6895 to inform Bank of lost or stolen cards. Bank acknowledges and agrees that neither the U Card Office nor the University is liable for lost/stolen cards. Liability will rest with the merchant, cardholder, and Bank. U Card holders will receive the same benefits as all customers who carry a TCF Express Teller card.



4. Bank will use a variety of methods to promote the benefits of U Card accounts. Students, staff, and faculty will receive a free Twin Cities and Duluth campus specific design sweatshirt, or an alternative item reasonably acceptable to University, as an incentive to activate new accounts with a \$50 deposit into a U Card account. To promote ongoing account use, Bank will provide an account activation mailing, account reminder postcards, check card incentive programs and such loyalty program as may be generally available to holders of Bank's check cards.

5. Bank will provide personnel at the U Card office to encourage acceptance of accounts. Bank will also provide annual training and an Intranet site for all of Bank's Minnesota branches so personnel are able to offer effectively U Card accounts to all University students, staff and faculty. Bank will provide Twin Cities and Duluth specific campus specific advertising, marketing collateral and promotions, as well as an attractive U of M sweatshirt as an incentive.

6. Bank will continue to improve the U Card program with enhanced technical capabilities and expanded services for students, staff and faculty. Bank will continue to provide local executive management resources and expertise to the University of Minnesota to continue the success and growth of the U Card program.

Without limiting the foregoing, Bank agrees to work with University to make it possible to offer express service to incoming freshmen and new Eligible University Community Members which allows such persons to apply for a U Card and a U Card Account using the World Wide Web ("Web"). To the extent feasible, express service will be designed to allow access to all appropriate University forms and instructions for obtaining a U Card on the University's Web site and to all appropriate Bank agreements, forms and instructions for opening and accessing a U Card Account and legally required disclosures on the Bank's Web site and to allow applicants to move between Web sites with the least possible interruption. It is the intention of the parties that University will perform no more than incidental administrative services for Bank in connection therewith.

7. Bank will prepare an informational brochure for U Card holders regarding checkbook balancing and other account maintenance information. Bank will make this brochure available at the U Card Office and include it with disclosures provided with U Card Accounts opened during the Term of the Agreement. Bank will also make this brochure available and make specific reference to this topic during Bank's orientation presentations.

#### E. GENERAL INFORMATION

1. Although Bank is not actively pursuing other card technology, Bank will continue review the best medium for the business purpose. If Bank or University transitions to other technologies, Bank will work cooperatively with University to ensure orderly transition consistent with Banks past efforts to accommodate University's requests.

2. Bank is committed to the goal of providing a special product and service that meets the needs of the University community and is committed to working with the University and U Card office to advance the U Card program and deliver excellent customer service.

3. Bank is implementing TCF Totally Free U Card Savings and TCF Express Check printing. In addition, Bank's future enhancements that may include Visa Check Card functionality if the University desires and providing extended U Card issuance hours and locations in campus branches if desired by the University.

4. Bank will provide innovative promotional and information opportunities, such as giveaways or contests on the Twin Cities and Duluth campuses. The following promotions are examples of promotions Bank may conduct over the term of this Agreement:

- TCF Totally Free Tuition Sweepstakes. Students submit a 500 word "sob story" describing why they deserve to win the TCF Totally Free Tuition sweepstakes. Bank will select the top 10 entries to publish in the Minnesota Daily. Students vote on the best entry. The winner will receive two semesters of tuition money.
- 80 Years of Great Service/80 Feet of Free Food. Bank is celebrating its 80<sup>th</sup> Anniversary. A variety of events surrounding 80 years of service will be kicked off with "80 Feet of Free Food" in its Dinkytown and Stadium Village branches. Students would show their U Card and a Bank receipt to gain access to 80 feet of sub sandwiches. The event would be advertised in the branches and the Minnesota Daily ("80 Feet of Free Food at TCF")
- TCF Human Ad Contest. Students dress up as a "Human Ad" for TCF Bank and stop by one of the branches to be photographed for the contest. Everyone photographed will receive a free camera and be entered into a drawing for a free prize. One winner will be randomly drawn.
- Account Activation Pizza Hut Incentive. Students, faculty, and staff will receive a free Pizza Hut \$5 gift certificate when they make more than five TCF Check Card transactions per month during this promotion. If more than 10 transactions are made, they will receive a \$10 gift certificate. Other potential gift certificate offers include Amazon Books and Blockbuster.
- Faculty/Staff Holiday Reception. Bank will host a Faculty/Staff Holiday Reception with refreshments and door prizes as a festive way to highlight the benefits of Faculty/Staff Checking.
- TCF Ticket Bank. The TCF Ticket Bank will make appearances on campus during the year. Students will have an opportunity to win tickets to popular concerts and events.

Bank and University shall each have an opportunity to review and approve promotional materials in advance. Such approval shall not be unreasonably delayed or denied.

5. Bank is an active member of National Association of Campus Card Users (NACCU), has sent representatives to the annual conference since 1998, and has provided funding and prizes for conference attendees for the past three years. Bank shall maintain its membership in NACCU during the entire term of this Agreement.

6. If another institution acquires Bank, or Bank merges with another business, renames itself or initiates any new technologies, the resulting entity is responsible for paying marketing costs related to new card plastics, brochures, web updates, etc. and for honoring Bank's obligations under this Agreement. University will not be obligated to reissue replacement Cards to Cardholders; however, Bank may at its option negotiate with University to provide resources to accomplish the issuance of replacement Cards on an accelerated basis.

### C. REPORTS

1. Bank currently provides to University reports on a fiscal year basis (July – June) and by accounting period (monthly). At University's request, Bank shall provide such reports electronically. Bank will work with the University to develop University desired report enhancements and to create a fiscal year report in addition to the existing monthly reports.
2. Bank shall continue to provide University with the following types of by-campus reports:  
a) account acceptance rates; b) account activation rates; and c) level of U Card related funds on deposit.
3. During the term of this Agreement Bank will report to University regarding U Card Accounts opened irrespective of whether such accounts are opened at the U Card office, at any of Bank's Minnesota branches or via any other means Bank utilizes for opening accounts.
4. Bank will allow pre-existing account with Bank to convert to U Card Accounts. Bank will invite qualified members of the University community who are already Bank customers with existing checking accounts to convert and received the unique benefits of U Card checking. Bank shall report to University monthly regarding the number of pre-existing accounts converted to U Card Accounts.
5. Bank will provide periodic by-campus reports of financial details and Royalties to confirm and verify accrued Royalties for University.

### D. ON-GOING SUPPORT

1. Bank will provide coverage at the U Card office on the Twin Cities Campus from 8:30 AM - 4:00 PM daily and will offer extended hours if desired by the University. Bank will provide 5 – 6 additional employees during peak card issuance periods on the Twin Cities Campus and will continue providing Bank staff for directions, line control and Express Cards to save the University the cost of hiring additional temporary employees. Bank employees will serve a dual role at the New Student/Parent Orientation and the Info Fair, providing information on the U Card and the U Card account. Bank will provide daily coverage at the U Card office on the Duluth Campus from 11:00 AM – 2:00 PM and supply 2 – 3 employees for orientation at the Duluth Campus.
2. Bank has installed a computer at the Twin Cities U Card office and will provide account servicing, account maintenance, and card maintenance at that office. U Card holders who obtain a replacement Card may stop at the U Card office to transfer the information from the old Card to a new Card. Bank's full function ATM located on the first floor of Coffman Union adjacent to the theater will provide deposit and withdrawal access.
3. U Card customers may call 1-800-228-8892 or 612-661-6895 to inform Bank of lost or stolen cards. Bank acknowledges and agrees that neither the U Card Office nor the University is liable for lost/stolen cards. Liability will rest with the merchant, cardholder, and Bank. U Card holders will receive the same benefits as all customers who carry a TCF Express Teller card.

**TAB I**

**EXHIBIT I**

TCF Promotional and Information Opportunities on Campuses

SEE EXHIBIT H

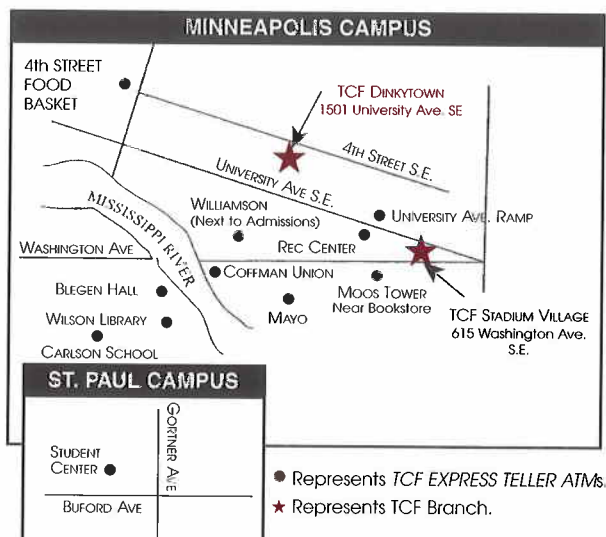
**TAB J**

## Questions About Your TCF U Card Student Checking Account?

Stop by one of our TCF Branches or call . . . EXHIBIT J

**612-TCF-BANK (823-2265)**  
or in the Greater MN area call  
**1-800-228-8892**

TCF Representatives can also help you at the U Card office or call 612-626-9900.



★ TCF Dinkytown  
Dinky Dome  
1501 University Ave. SE

★ TCF Stadium Village  
Radisson Metrodome  
615 Washington Ave. SE

**Hours:**  
Monday-Friday: 9 a.m. to 7 p.m.  
Saturday: 9 a.m. to 1 p.m.



©2002 TCF National Bank. All terms of account are subject to change upon notice to the account holder. \*No fee for TCF Totally Free Online. Additional fees apply for bill payment and other services with TCF Preferred Online. Fees subject to change. \*No annual fee. No per transaction fee for Visa® system check card purchases or for ATM transactions at TCF EXPRESS TELLER ATMs. (A TCF EXPRESS TELLER ATM is identified by the name TCF on it.) Transaction fees may apply in other circumstances – refer to TCF Services & Prices brochure for details. Member FDIC. [www.tcfexpress.com](http://www.tcfexpress.com).

NS1116 (10/02)

## Free TCF® U CARD STUDENT CHECKING<sup>SM</sup> for U of M Students



# TCF®

The Official U Card Bank



### **Get the TCF U Card Student Checking Account!**

As a U Card holder, you're entitled to an exclusive checking account. Your *TCF U Card Student Checking* account can even be accessed by using your U Card as your ATM card. This special account is only offered to U Card holders through TCF Bank.

### **The TCF U Card Student Checking Account Makes Campus Life Much Easier!**

The *TCF U Card Student Checking* account has many benefits that are important to students such as:

- **TCF, Totally Free Online.<sup>SM\*</sup>** Transfer funds, view balances, request a statement, review account history and more – instantly – by logging on at [www.tcfexpress.com](http://www.tcfexpress.com).
- **Free Checks.** Your first order of 200 standard single copy checks is absolutely free. Or, for a small fee, show your Gopher pride with custom designed U of M checks.
- **Free TCF, EXPRESS TELLER® ATM<sup>†</sup> Transactions.** Use your U Card for free unlimited deposits, withdrawals, balance inquiries, or to transfer funds between your TCF checking and savings accounts at any *TCF EXPRESS TELLER* ATM 24 hours a day. As a special bonus, TCF will waive its fee for up to four withdrawals at upper midwestern regional Instant Cash,<sup>®</sup> FastBank,<sup>®</sup> U Bank,<sup>®</sup> Wells Fargo,<sup>®</sup> or TYME<sup>®</sup> ATMs each month. In addition, TCF waives its fee for withdrawing funds at out-of-state ATMs that carry the PLUS<sup>®</sup> System logo.
- **No Minimum Balance Requirement.** We know that students are typically on a tight budget.
- **No Monthly Service Charges.** It really is free checking.
- **Unlimited Check Writing Privileges.** You'll never be restricted to the number of checks you write each month.
- **Direct Deposit of Financial Aid Credit Balances.** It's the fastest way to receive your money, and a benefit of banking at TCF.
- **Free TCF, Check Card.<sup>SM†</sup>** Use anywhere Visa<sup>®</sup> is accepted. It's so convenient, you don't even have to carry your checkbook!

### **Get a FREE U of M Sweatshirt When You Open Your TCF U Card Student Checking Account!**

To say "thank you" for opening your new checking account, TCF Bank will give you a FREE sweatshirt when you activate your account with a deposit of \$50 or more.

### **Two Campus Branches to Serve You.**

We have two convenient campus locations – Dinkytown and Stadium Village. Plus, you won't find more convenient ATMs than the *TCF EXPRESS TELLER* ATMs right on campus! See our map on the back.

### **Why Open a TCF U Card Student Checking Account?**

Compare all the services and features of the *TCF U Card Student Checking* account with what other local financial institutions offer. If you currently have a checking plan, consider switching to the *TCF U Card Student Checking* account. The *TCF U Card Student Checking* account offers you so much more!

#### **Account Features At-A-Glance** **Free TCF U Card Student Checking**

|                               |  |
|-------------------------------|--|
| Minimum Balance Requirement   | None   |
| Monthly Service Charge        | None   |
| Opening Deposit Requirement   | None   |
| Free Checks                   | First 200 standard single copy   |
| TCF, Check Card <sup>SM</sup> | FREE <sup>†</sup>  |
| ATM Transactions              | Free <sup>†</sup> transactions at <i>TCF, EXPRESS TELLER<sup>®</sup></i> ATMs. TCF will waive its fee for up to four withdrawals at regional Instant Cash, <sup>®</sup> FastBank, <sup>®</sup> U Bank, <sup>®</sup> Wells Fargo <sup>®</sup> and TYME <sup>®</sup> ATMs each month. Also, TCF waives its fee for out-of-state ATMs that carry the PLUS <sup>®</sup> System logo. |
| Free Check Writing            | Unlimited  |
| Other Features                | <ul style="list-style-type: none"><li>• Free sweatshirt</li><li>• Free notary service</li><li>• Free 24-hour automated phone service 612-TCF-BANK or (1-800-228-8892)</li><li>• Bank online at <a href="http://www.tcfexpress.com">www.tcfexpress.com</a></li></ul>  |

EXHIBIT J



## Checking

Additional Services and Prices

University of Minnesota  
Twin Cities Location

*info*

[www.tcfexpress.com](http://www.tcfexpress.com)

**TCF<sup>®</sup>  
BANK**

**TCF<sup>®</sup>  
BANK**

|  |                      |
|--|----------------------|
| Minimum Deposit To Open Account  | \$0                  |
| Monthly Service Fee  | \$0                  |
| Minimum Daily Collected Balance Required to Earn Disclosed Annual Percentage Yield | Interest is not paid |

#### Automated Teller Machine (ATM) Transactions<sup>a</sup>:

**TCF<sup>®</sup> EXPRESS TELLER<sup>®b</sup>**  
(A TCF EXPRESS TELLER is identified by the name TCF)

TCF account holders will not be charged an access fee at these ATMs to access a TCF Account. No fee for withdrawals, deposits, balance inquiries, or transfers. 50¢ per mini-statement and \$3 per each statement update requested at an ATM.

**Any Express Teller that is not a TCF EXPRESS TELLER**  
(Any Express Teller that is not identified by the name TCF)

No fee for withdrawals, balance inquiries, or transfers. 50¢ per mini-statement and \$3 per each statement update requested at an ATM.  
**Please note:** the owner or operator may charge TCF account holders an access fee for transactions.

**PLUS<sup>®</sup>/VISA<sup>®</sup>/**  
**American Express<sup>®</sup>Network**

No fee for withdrawals, balance inquiries, or transfers. Not all transactions available at all locations. **Please note:** the owner or operator may charge TCF account holders an access fee or other charges for transactions.

**At any ATM not separately listed above**

No fee for balance inquiries or transfers. No fee for up to four withdrawals per monthly statement period, \$2.00 per withdrawal thereafter.  
**Please note:** the owner or operator may charge TCF account holders an access fee for transactions.

|   |  |
|---|--|
| <b>Official Checks</b>                      | \$4 each (Free for Faculty/Staff checking accounts).   |
| <b>Check Printing</b>                       | 1 free box (first order of 200 standard single copy) TCF checks is provided without cost with U Card Student Checking accounts. Up to 400 standard TCF checks per order are provided without cost with U Card Faculty/Staff Checking accounts. (Duplicate or designer check orders for students, faculty and staff receive credit equal to the cost of standard TCF single copy checks.) |
| <b>Foreign Checks<sup>c</sup> Deposited</b> | \$0  |
| <b>Notary Service</b>                       | \$0  |
| <b>Travelers Cheques</b>                    | Traditional Cheques - \$1.50 per \$100 (free for Faculty/Staff accounts)<br>Cheques for two - \$2 per \$100  |

#### IMPORTANT NOTICE FOR U CARD CHECKING

See your Deposit Account Services and Prices Brochure for other service fees and your "Checking and Savings Account Terms and Conditions" for other important information.

This account is only available to University of Minnesota, Twin Cities Campus students, faculty, or staff members who have a "U Card" identification card. The terms of your U Card Checking account are subject to change in accordance with the terms of your Account Contract with TCF<sup>®</sup> NATIONAL BANK. Upon notification from the University of Minnesota that you are no longer affiliated with the University, TCF may change your account pricing to that of TCF Totally Free Checking.

- The fees shown for ATM transactions or POS transactions are the fees charged by TCF NATIONAL BANK. When you use a POS terminal or an ATM that is not a TCF EXPRESS TELLER ATM, you may be charged a fee by the POS operator, ATM operator, or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- TCF charges a fee when a customer uses a TCF EXPRESS TELLER to access non-TCF account. (A TCF EXPRESS TELLER ATM is identified by the name TCF on it.)
- Third parties may charge a fee.

**TAB K**

## CLOSING YOUR ACCOUNT

TCF may close Your Account at any time without notice, unless notice is required by law. If Your Account is closed either by You or TCF, TCF will not pay interest after the closing. If TCF closes Your Account, TCF will hold any remaining funds in Your Account until You claim the funds, except as provided by the laws governing unclaimed property. You may not attempt to make any deposits to Your Account after it is closed, except to pay an overdraft or any fees owed to TCF. TCF is not required to pay any check, item, or other transaction presented against Your Account after the Account is closed even if TCF accepts deposits after the Account is closed or there are otherwise sufficient Available Funds to pay the check, item, or other transaction. TCF does, however, have the option to pay any properly payable check, item, or other transaction presented against Your Account for up to 30 days after the Account is closed, even if doing so creates an overdraft. You will immediately pay TCF the amount of any such overdraft.

For checking Accounts only, You agree to use the Account at least once every 6 months. In other words, there cannot be more than 6 months between the time checks, items, or other transactions are presented against or deposits made to Your Account. If You do not use Your Account, and Your Account balance is \$25 or less at the end of the 6 month period, TCF will close Your Account. TCF will give You 30 days notice before closing Your Account for non-use. TCF's fee for closing Your Account is shown in its current Deposit Account Services and Prices Schedule, which TCF may change from time to time.

## LIMITATIONS ON CASHING CHECKS

If a check drawn against Your Account is presented over-the-counter for payment by a person who is not an Account holder of TCF, TCF may require identification reasonably acceptable to TCF, including a fingerprint of the person presenting the check. You agree that TCF may refuse to cash the check if the person does not provide the identification requested by TCF.

TCF may, in its discretion, limit the locations at which it will cash checks written on Your Account for non-TCF Account holders. TCF may change these designated offices from time to time. The location of such designated offices is available at Your local TCF branch. (A request that TCF cash the check at any other location is not a proper presentment of the check.) Payees may deposit the checks that You give them into their own account(s) in order to receive payment.

## ADDITIONAL PROVISIONS FOR CERTAIN TYPES OF ACCOUNT OWNERSHIP

### INDIVIDUAL ACCOUNTS

If You open an Account in individual ownership, You are the only person who can deposit or withdraw funds to or from the Account.

### JOINT TENANCY ACCOUNTS

If You open an Account in joint tenancy, TCF may accept withdrawal or other requests from any one of You. If one of the persons named as owner dies, the surviving joint tenants(s) owns the Account. This is the right of survivorship. If there are two or more surviving joint tenants, the survivors continue to own the Account as joint tenants with rights of survivorship.

All of You are responsible for each transaction on the Account, no matter who completes the transaction. Each of You is responsible for overdrafts created by the other joint tenants, even if You did not create the overdraft yourself or benefit from the overdraft. Each of You gives up any rights You have under the law protecting You from liability for overdrafts caused by the other joint tenants. TCF may accept checks or other items for deposit payable to one or more of You even if they are not endorsed on the back.

All joint tenants agree that if one of the joint tenants owes TCF money, TCF may use the entire amount in the joint Account to pay the debt, unless doing so would be prohibited by law. TCF does not have to first determine how much of the deposit has been contributed by each joint tenant.

### TOTTEN TRUST (PAYABLE ON DEATH) ACCOUNTS

If You open an Account in trust (or "payable on death") ownership naming yourself as trustee for the benefit of a named beneficiary or beneficiaries, only You, as Trustee, can deposit or withdraw from the Account. If You die, TCF pays the Account balance in equal amounts to the beneficiaries named on Your Account Agreement who are living at the time of Your death. If there is more than one trustee, the trustees hold the Account as "joint tenants with the rights of survivorship" and the Joint Tenancy provisions above apply to them. When the last trustee dies, TCF pays the Account balance in equal amounts to the beneficiaries named in Your Account Agreement who are living at the time of the last trustee's death. If all beneficiaries die before the trustees, the Account is no longer a trust Account.

## TRUST ACCOUNTS

If You open an Account as a legal Trust Account, the Account will be established in accordance with a written trust agreement, which shall designate a named Trustee(s) and any successor Trustee(s). Only the named Trustee(s) and/or successor Trustees are authorized to conduct transactions relating to the Account in accordance with the provisions of the legal trust agreement and applicable law. The Trustee(s) are responsible for compliance with the trust agreement and applicable law. TCF is not responsible for making sure the Trustee(s) comply with the trust agreement and applicable law.

## CUSTODIAL ACCOUNTS

If You open an Account as "custodian" for a minor under Uniform Transfers (Gift) to Minors Act (the "Act"), You control the money on behalf of the minor until the minor reaches the age stated in the Act. TCF will accept withdrawal and other requests from You as custodian. You are responsible for complying with the provisions of the Act. TCF is not responsible for making sure You comply with the Act.

## TENANTS-IN-COMMON ACCOUNTS

If You open an Account in tenants-in-common ownership, this means that You own a share of the money in the Account separately from the other owner(s). You share equally in the Account with the other owners. TCF requires all owners' signatures for withdrawal or other requests related to this Account.

TCF may accept checks or other items for deposit payable to one or more of You even if they are not endorsed on the back.

## MARITAL ACCOUNTS (WI ONLY)

If the Account is held as a Marital Account, the owners of the Account are husband and wife, and each has an equal and undivided interest in the Account during their lifetimes. When one spouse dies, 50% of the funds belong to the surviving spouse and 50% of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the pay-on-death (POD) beneficiary. A Marital Account is available only in the state of Wisconsin, and only if TCF agrees in writing to establish Your Account as a Marital Account.

## FIDUCIARY ACCOUNTS

If You open an Account in fiduciary ownership, this means that You hold the money in the Account for someone else's benefit. You understand that TCF serves only as a depository for the money. TCF is not responsible for making sure that You fulfill Your duties as a fiduciary. TCF requires all fiduciaries' signatures for withdrawals or other requests unless all fiduciaries indicate otherwise.

TCF may accept checks or other items for deposit payable to one or more of You, even if they are not endorsed on the back.

## CAMPUS CARD CHECKING ACCOUNTS (WHERE OFFERED)

You agree that the university issuing Your identification card may release to TCF certain directory information regarding Your status as a student of the university as may be necessary to open and maintain Your Campus Card account. You hereby waive Your rights under the Federal Family Education Rights and Privacy Act to allow the university to release this information to TCF.

# Terms and Conditions for Checking and Savings Accounts

Effective July 7, 2003

EXHIBIT K



[www.tcfexpress.com](http://www.tcfexpress.com)

**TCF<sup>®</sup>  
BANK**

**TCF<sup>®</sup>  
BANK**

## GENERAL PROVISIONS APPLYING TO ALL CHECKING AND SAVINGS ACCOUNTS

### DEFINITIONS

"You" and "Your" mean each customer.

"TCF®" or "TCF® Bank" means TCF® National Bank.

"Account" means any TCF checking account or savings account You hold, unless stated differently. If You hold more than one Account, "Account" means all Accounts.

"Account Evidence" means Your passbook, TCF® EXPRESS TELLER® Card, TCF® EXPRESS TELLER® Check Card, or other documents that You use to make deposits, withdrawals (including debits), and other transactions on Your Account.

"Available Funds" means deposits, or portions of deposits, that are available for withdrawal or to pay checks, items, or other transactions. Deposits to Your Account may not be available for withdrawal or to pay checks, items, or other transactions for a number of days after the deposit is made. The number of days is stated in TCF's Funds Availability Schedule for Checking and Savings Accounts. Notices to You may describe Your Available Funds balance as the "Withdrawable Balance". When You make a deposit Your Available Funds balance (or Withdrawable Balance) will only increase when the deposit becomes Available Funds.

"Point-of-Sale Transaction" or "POS Transaction" means a deduction from Your Account initiated by the use of Your TCF EXPRESS TELLER Card or TCF EXPRESS TELLER Check Card that is paid to a third party merchant to pay the merchant for goods, property or services that are purchased from the merchant or to obtain cash, or both. A POS credit transaction will be made to Your Account if You received a refund for goods, property or services that were purchased from a merchant with Your TCF EXPRESS TELLER Card or TCF EXPRESS Check Card unless You receive a cash refund from the merchant.

### SHARING CUSTOMER INFORMATION

For information about TCF's sharing of customer information both within TCF and with parties outside TCF, see TCF's Privacy Policy.

### YOUR CONTRACT WITH TCF

You have a contract ("Account Contract") with TCF covering Your Account. Your Account Contract consists of:

- These Checking and Savings Account Terms and Conditions
- Your Account Agreement
- Your Account Application (if applicable)
- Your Account Evidence
- The agreement for any additional services You request (such as TCF's Agreement for Electronic Fund Transfers Services or Online Banking Services)
- TCF's Deposit Account Services and Prices Schedule
- TCF's Funds Availability Schedule for Checking and Savings Accounts
- TCF's Current Rates and Yields Schedule
- TCF's Privacy Policy

TCF MAY CHANGE OR MAKE ADDITIONS TO YOUR ACCOUNT CONTRACT FROM TIME TO TIME. TCF will not notify You of any changes or additions unless TCF is required to do so by federal law or regulations. If TCF is required to notify You of a change or addition, TCF will do so within the time required by the federal law or regulations. Current copies of the documents listed above are available at Your local TCF branch. All changes or additions are effective immediately unless TCF states otherwise in a notice to You.

IF YOUR ACCOUNT PAYS INTEREST, TCF HAS THE RIGHT TO CHANGE THE INTEREST RATE PAYABLE ON THE ACCOUNT FROM TIME TO TIME WITHOUT NOTIFYING YOU. You can find out the current interest rates by visiting or calling any TCF office.

### WHO MAY USE YOUR ACCOUNT

You may not permit anyone else to use Your Account, unless You have named someone else to use Your Account according to TCF's procedures.

## REQUIREMENTS FOR WITHDRAWALS AND OTHER REQUESTS

When You request a withdrawal, You must present Your Account Evidence. TCF may also require additional identification, including but not limited to Your secret code number or driver's license. TCF may make exceptions to these requirements. TCF may rely on any document with Your signature. TCF does not have to ask questions of the person giving TCF a request with Your signature, or investigate any request with Your signature.

### DEPOSITS

If You deposit a check or make any other type of deposit, TCF is required to make the funds from the deposit available (such as for honoring checks or making cash withdrawals) within a certain number of days. The number of days for the funds to become available is stated in TCF's Funds Availability Schedule for Checking and Savings Accounts which You received when You opened Your Account. (You may also obtain a Funds Availability Schedule for Checking and Savings Accounts at any TCF office.) When the funds from a deposit become available under the Funds Availability Schedule the funds are called "Available Funds".

If Your Account pays interest, interest begins only when TCF receives credit for the deposit, not when the deposit is made.

TCF may refuse to accept any deposit to Your Account, and may refuse to accept any deposit at an automated teller machine.

TCF is not required to notify You of any oral, written, or electronic order to deposit funds into Your Account other than the notice You receive in Your monthly statement, if applicable. This applies to transfers described in TCF's Agreement for Electronic Fund Transfers Services, as well as wire transfers, telephone transfers You initiate through a TCF employee (if permitted by TCF) and any automated transfers to Your Account initiated by TCF. TCF will, however, confirm the deposit of funds to Your Account if You call. Here's how:

|                  |   |
|------------------|---|
| Colorado         | 1-888-823-2840                              |
| Illinois/Indiana | 1-847-678-6900<br>1-800-823-2265 (TCF-BANK) |
| Michigan         | 1-866-823-2265 (TCF-BANK)                   |
| Minnesota        | 1-612-823-2265 (TCF-BANK)                   |
| Wisconsin        | 1-414-352-6845<br>1-888-823-5463 (TCF-LINE) |

TCF may reverse any deposit credited to Your Account up until the time TCF received final payment for the deposit. TCF may do this without notice, other than the notice You receive in Your periodic statement, if You receive one.

### RETURNED DEPOSITED CHECKS, CASHED CHECKS, AND OTHER NON-CASH ITEMS

If You deposit or receive cash or other value for any check or other non-cash item, and the check or other non-cash item is returned unpaid to TCF, or TCF receives notice of a claim for the return of the funds, TCF has the right to deduct the amount of the returned check or non-cash item from Your Account or any other Account held by any of You with TCF. TCF also has the right to deduct any related expenses, fees, and interest from Your Account or any other Account held by any of You with TCF. TCF may do this without notice, other than the notice You receive in Your periodic statement, if You receive one.

If You deposit or receive cash or other value for any check or other non-cash item, and the check or other non-cash item is returned unpaid to TCF because of insufficient Available Funds, TCF may resubmit the item for payment, without any notice to You.

### NSF/OVERDRAFTS

If any check, item, or other transaction (such as an automated teller machine transaction, Point-of-Sale Transaction, including Check Card transactions, or an automatic payment request that You authorize in advance) is presented for payment and there are insufficient Available Funds in Your Account, TCF may charge You an NSF/overdraft fee. TCF may charge this fee regardless of whether TCF pays the check, item, or other transaction or returns the check, item, or other transaction unpaid. For checks, items, or other transactions that You authorize in advance, TCF will charge the fee each time any check, item, or other transaction is presented for payment when there are insufficient Available Funds in Your Account.

If You wish to avoid overdraft expenses on Your checking account, ask about TCF's overdraft line of credit service. TCF is not required to pay any check, item, or other transaction if You have insufficient Available Funds in Your Account. You agree to immediately pay the amount by which Your Account is overdrawn.

## CHARGES

TCF may charge You for servicing Your Account (even if You do not use it) according to its current Deposit Account Services and Prices Schedule, which TCF may change from time to time. You may obtain a Deposit Account Services and Prices Schedule at any TCF office. TCF deducts all charges from Your Account without notifying You in advance. TCF is not responsible for any losses You may incur as a result of TCF's refusal to honor withdrawals or pay checks, items, or other transactions if there are insufficient Available Funds in Your Account because of these charges. TCF's refusal may be without notice, other than the notice You receive in Your periodic statement (if You receive one).

TCF may deduct any expenses related to Your Account (including attorney's fees) from any TCF Account held by You. TCF may do this without notice, other than the notice You receive in Your periodic statement, if You receive one.

### CLOSING YOUR ACCOUNT OR ENDING SERVICE

TCF has the right to close Your Account or to end, or temporarily stop a service at any time without notice, unless notice is required by law.

You may close Your Account or end or temporarily stop a service by a written request to TCF or by visiting any TCF branch.

If Your Account pays interest, TCF will not pay interest after the Account is closed for any reason. TCF automatically closes small balance accounts that are inactive for six months.

### LEGAL PROCESS AND BANKRUPTCY

If TCF receives any legal papers relating to You or Your Account, such as a garnishment or levy, TCF may hold the funds in Your Account until it is determined who has the legal right to them. If Your Account is a joint account and the legal papers relate to any one of the joint account holders, TCF may hold the funds and pay them to the creditor without first determining the ownership interest of each joint account holder. If You file for bankruptcy, TCF may hold the funds and turn over the Account balance to the bankruptcy trustee.

If TCF is not sure how much of an Account is affected by any legal papers, or if TCF is aware of any dispute regarding Your Account, TCF may hold the funds or pay them to the court.

### SETOFF

If You owe TCF money, TCF may use all the funds in any of the Accounts You have at TCF to pay the debt. This is called the right of "setoff". TCF may exercise its setoff rights whether or not the debt is due, unless prohibited by law. If Your Account is a joint account and any joint account holder owes TCF money, TCF may use all of the funds in any Account in which You or the joint account holder has an interest to pay the debt (unless doing so is prohibited by law) without first determining how much of the deposit was contributed by that joint account holder. TCF will notify You if TCF exercises TCF's right of setoff.

### TCF NOT RESPONSIBLE IN CERTAIN CASES

TCF is not responsible for any deposit or notice You send to TCF until TCF receives it. TCF is not responsible for the loss of any deposited item if TCF handled and/or processed it according to customary banking practices. TCF is not responsible for the actions of anyone who is not a TCF employee. If TCF makes a clerical mistake or other error, TCF is not responsible for any loss to You if TCF acted in good faith and exercised ordinary care, unless required by law.

### STATEMENTS

Unless You have a passbook as Account Evidence, TCF will mail You periodic statements of Account activity. You must promptly examine the periodic statement and any paid items or images returned with (or described in) Your periodic statement. If checks are not returned with Your periodic statement, at Your request, TCF will provide You with a copy of any copy of such check in TCF's possession. Unless otherwise stated in Your Account Contract, You must notify TCF of any errors within 30 days from the statement date and give TCF any information TCF needs to investigate a claim of error. Unless TCF receives notice from You within the 30 day period, TCF is released from all liability for the transactions, unless otherwise stated in Your Account Contract.

The procedures for notifying TCF of errors for electronic banking transactions and applicable time periods related to such transactions are explained in the "Agreement for Electronic Fund Transfers Services".

All products purchased through a TCF Company (Checking, Savings, Certificate of Deposit, Mutual Funds, Annuities, etc.) may be combined on one statement unless You direct us otherwise in writing. Your written notice should be addressed to:



For Colorado accountholders:  
Before August 1, 2003  
TCF National Bank  
9200 East Panorama Circle  
Suite 100  
Englewood, CO 80112

For Colorado accountholders:  
Starting August 1, 2003  
TCF National Bank  
6400 South Fiddler's Green Circle  
Suite 800  
Englewood, CO 80111

For Illinois/Indiana accountholders:  
TCF National Bank  
Customer Service  
4849 North Scott Street  
Suite 56  
Schiller Park, IL 60176

For Michigan accountholders:  
TCF National Bank  
Bank Central  
P.O. Box 8600  
Ann Arbor, IL 48107-8600

For Minnesota accountholders:  
TCF National Bank  
Customer Service  
801 Marquette Avenue  
Minneapolis, MN 55402-3475

For Wisconsin accountholders:  
TCF National Bank  
Customer Service  
P.O. Box 170995  
Milwaukee, WI 53217-0995

## MAILINGS

### Address Changes for Bank Statements and Other Communications

TCF may send Account statements, notices, or other communications to You (or any joint Account holder) at the most recent mailing address for Your Account that You or the U.S. Postal Service has provided to TCF. You are responsible for updating Your address when You move and for having a correct address on file with TCF. You may change the address to which TCF mails Your statement, notices, and other bank communications concerning Your Account anytime. TCF may act on any such instruction TCF receives to change Your address, that is purportedly made in Your name or on Your behalf. Unless You instruct TCF otherwise, TCF may, in its sole discretion, change the address only for Your Accounts or relationships You specify or for all or some of Your other accounts or relationships with TCF.

TCF may change Your address of record if TCF receives an address change notice from the U.S. Postal Service, or if TCF receives information from another person in the business of providing corrected address information, that the address in our records no longer corresponds to Your address.

### Returned Statements: Unclaimed Statements Held for Pickup

Unless otherwise prohibited by law, rule, or regulation, You agree as follows:

- If one or more Account statements, notices, or other communications are returned, TCF may discontinue sending statements, notices, or other communications to You until a new and valid address is provided to TCF; and
- TCF may destroy statements, notices, and other communications that are sent to You and returned to TCF as undeliverable.
- In addition to any other returned mail fees charged by TCF, TCF may deduct from Your Account the amount of any special fees or expenses charged by the U.S. Postal Office or other mail services in order to obtain updated or corrected addresses or to forward returned mail.
- TCF may consider statements, notices, and other communications that are held for pickup as delivered to You at the time that they are available for pickup. If TCF holds Your statement for pickup and it remains unclaimed for 30 days, TCF may send it to the address reflected in TCF's records for Your Account or destroy it.

## ARBITRATION OF DISPUTES

The number one priority for TCF is maintaining a good relationship with our customers. If You encounter a problem with any of the products or services of TCF, we encourage You to contact TCF immediately. In most cases, a call to TCF or discussing the problem with one of TCF's trained branch personnel will result in a quick resolution of the problem. If we are not able to resolve the problem, any Claim You may have relating to Your Account will be resolved using the following procedures.

In the event of a dispute involving Your Account, either You or TCF may elect to resolve the Claim by binding arbitration, provided that the electing party notifies the other party in writing of the demand for arbitration. Such notice may consist of a pleading filed in court in which the electing party demands

arbitration. Arbitration is a method of deciding disputes outside the court system. This Arbitration provision governs when and how any disputes between You and TCF will be arbitrated - instead of decided in court - even if one party initially chooses to bring the case in court. Participating in a lawsuit or seeking judicial action with respect to any Claim does not waive TCF's right or Your right to arbitrate any other Claims.

Binding arbitration means that You and TCF must follow the arbitration process and rules and must do whatever the arbitrator decides. The result of that process will be an award by the arbitrator resolving the Claim.

A Claim (which is subject to resolution by arbitration) includes any claim, dispute or controversy that arises from or relates to:

- a) Your Account Contract with TCF, or the events leading up to You becoming an Account holder, including any TCF advertisements, promotions, or oral or written statements made by TCF;
- b) the validity, enforceability, or interpretation of this Arbitration provision;
- c) the validity, enforceability, or interpretation of Your Account Contract with TCF;
- d) prior dealings between You and TCF pertaining to any other prior or existing deposit contract between You and TCF;
- e) future dealings between You and TCF pertaining to Your Account or any other prior or existing deposit contract between You and TCF; and
- f) any product or service provided by third parties in connection with Your Account, including (but not limited to) data processing companies, credit bureaus, service bureaus, and collection agencies.

This Arbitration provision covers all Claims, including those based on:

- a) contract law;
- b) tort law (A "tort" is an injury or wrong, such as personal injury, fraud or negligence, not based on contract, for which the law provides a legal remedy);
- c) prior court decisions on a subject, known as case law or common law;
- d) federal or state constitution, statute, regulation, rule, or municipal ordinance; or
- e) any other theory.

This Arbitration provision also covers requests for orders requiring You or TCF to take certain actions (which we sometimes refer to as "injunctive relief" or "equitable relief").

This Arbitration provision covers not only Claims that You may have against TCF but also Claims You may have against: (1) the parent company of TCF, TCF Financial Corporation (the "Parent Company"); (2) all companies owned or controlled by the Parent Company or TCF; (3) any company to which we transfer our rights under the Account Contract, and (4) all of the employees or other individuals who manage these companies. Finally, if either You or TCF elect(s) to arbitrate any Claim You bring against TCF, or any of the above-referenced companies or persons, any other companies or persons against whom You have asserted a Claim in the same proceeding may also elect to arbitrate the Claim. Whenever "TCF" is hereafter used in this Arbitration provision, it is intended to include any of the above-referenced persons or companies.

However, a "Claim" does not include any individual claim by You or TCF, which is made in small claims court. If a claim made in small claims court is appealed or otherwise proceeds to regular court, it then becomes a "Claim" subject to arbitration by either You or TCF.

If You or TCF chooses arbitration, the arbitration will be conducted by whichever of the following You designate in writing after written notice demanding arbitration has been given by You or TCF: (1) the National Arbitration Forum; (2) the American Arbitration Association; or (3) Judicial Arbitration and Mediation Services, Inc. ("JAMS"). If You do not select an arbitration organization in writing within 20 days after You or TCF has given notice demanding arbitration, You agree that TCF may select one. The arbitration will be conducted under the code of procedure of the arbitration organization selected, in effect at the time the Claim is filed. If for any reason the selected arbitration organization is unable or unwilling or ceases to serve, You will have 20 days to select a different arbitration organization from the above list. If You fail to select a different organization within the 20-day period, TCF will select one.

If You have any questions concerning the arbitration, or if You want a copy of the rules and forms, or if You want to file a Claim, You may contact the organization at:

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405  
1-800-474-2371  
www.narb-forum.com

American Arbitration Association  
335 Madison Avenue, 10th Floor  
New York, NY 10017-4605  
www.adr.org

JAMS  
45 Broadway - 28th Floor  
New York, NY 10006  
www.jamsadr.com

Any arbitration hearing will take place in the federal judicial district in which You reside.

If You ask us to, TCF will consider in good faith any request by You to pay all or part of the fees that You will have to pay to the arbitration organization and the arbitrator. In any event, TCF will pay all fees it is required to pay under applicable law.

The arbitrator (the person who decides the Claim) will apply the law that is applicable to the facts and circumstances of the Claim. However, the arbitrator will not apply federal or state rules of civil procedure or evidence or any other state laws that pertain specifically to arbitration. The arbitrator will give written and reasoned findings of fact (a determination of what happened) and conclusions of law (legal consequences from the facts). After the arbitrator makes a decision, You or TCF may apply to a court to enter a judgment based on the decision.

This Arbitration provision will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended.

ARBITRATION (if it is invoked) MEANS YOU AND TCF: (1) GIVE UP THE RIGHT TO FILE A CLAIM IN COURT (EXCEPT SMALL CLAIMS COURT); (2) GIVE UP THE RIGHT TO A JUDGE OR A JURY TRIAL; (3) WILL HAVE LIMITED DISCOVERY RIGHTS; AND (4) WILL HAVE ONLY VERY LIMITED RIGHTS OF APPEAL. ALSO, ARBITRATION WILL BE LIMITED TO YOUR CLAIMS (OR TCF'S CLAIMS) ALONE, AND JOINDER OF OTHER PARTIES OR CLASS ACTIONS WILL NOT BE PERMITTED. THIS MEANS THAT YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION CONCERNING SUCH CLAIMS.

This Arbitration provision shall survive any suspension, termination, or closure of Your Account and any bankruptcy by You, to the extent consistent with applicable bankruptcy law.

If the provisions of this section relating to class action claims (see second bullet above) are held to be invalid or unenforceable, the remainder of this Arbitration provision will also be invalid or unenforceable. If any other provision of this Arbitration provision is held to be invalid or unenforceable, the remainder of this Arbitration provision will continue to be enforceable. In the event of a conflict between the arbitration organization's code and Your Account Contract, including this Arbitration provision, Your Account Contract controls. In the event of a conflict between this Arbitration provision and Your Account Contract, this Arbitration provision controls.

## GOVERNING LAW

TCF is a national bank and Your Account Contract is governed by federal law, including implementing federal regulations.

## NON-HANDWRITTEN (FACSIMILE) SIGNATURES

If You authorize us to honor a non-handwritten, rubber-stamped, facsimile, or other form signature (collectively "non-handwritten signature"), You agree that You shall have the sole responsibility for maintaining security of any such non-handwritten signature or device by which it is affixed and that You shall bear the entire risk of unauthorized use thereof whether or not You were negligent. You also agree that You may not assert a forgery claim or unauthorized signature claim in connection with any non-handwritten signature that You have authorized TCF to honor. All such non-handwritten signatures shall be effective as Your authorized signature or endorsement whether or not You were negligent. You further agree to protect, release, hold harmless, defend, and indemnify TCF from and against any and all loss, cost, damage, claims, liability or expense (including reasonable attorney fees) TCF or You may suffer or incur as a result of the unlawful, unauthorized, or improper use by any person of any such non-handwritten signature.

## NO ILLEGAL ACTIVITY

You agree not to use Your Account, including but not limited to Your TCF EXPRESS TELLER Card or TCF EXPRESS TELLER Check Card, for any illegal activity.

## FOREIGN FINANCIAL INSTITUTIONS

TCF has adopted a policy that it will not establish correspondent accounts for foreign financial institutions.

You agree that You are not a foreign financial institution and that You are not acting on behalf of a foreign financial institution. A "foreign financial institution" for these purposes is any of the following entities or businesses that is not organized under the laws of a State or of the United States:

- Insured bank
- Commercial bank or trust company
- Private banker
- Agency or branch of a foreign bank in the U.S.
- Insured institution
- Thrift institution

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- Registered broker dealer
- Securities or commodities broker dealer
- Investment banker or investment company
- Currency exchange
- Futures commission merchants, commodity trading advisor, or commodity pool operator registered or required to be registered under the Commodity Exchange Act.
- Issuer, redeemer, or cashier of money orders, travelers' checks, checks, or similar instruments
- Operator of a credit card system
- Insurance company
- Dealer in precious metals, stones, or jewels
- Pawnbroker
- Loan or finance company
- Travel agency
- Licensed sender of money
- Telegraph company
- Automobile/airplane/boat or other vehicle sales business
- Persons involved in real estate closings and settlements
- Casino or gaming establishments with revenues of more than \$1 million

### SAFEGUARDING REQUIREMENTS AND CUSTOMARY BANKING PRACTICES

You are responsible for exercising ordinary care in the storage and handling of Your Account-related documents such as checks, check blanks, deposit slips, withdrawal forms, account statements, TCF EXPRESS TELLER Card or TCF EXPRESS Check Card, etc. This includes (but is not limited to) the following safeguards:

- Using only checks, check blanks, deposit and withdrawal slips, etc. purchased through TCF or meeting TCF's specifications. TCF reserves the right to reject checks, items, or other transactions presented on non-approved, non-standard forms or on forms that do not meet the requirements for processing on TCF's check processing equipment.
- If required by TCF, You must purchase Your first box of checks through TCF.
- Preventing access by unauthorized persons to checks, check blanks, deposit and withdrawal slips, etc.
- Guarding Your checkbook, TCF EXPRESS TELLER Card, or TCF EXPRESS TELLER Check Card, etc. from loss or theft. In the event of loss or theft, You must notify TCF immediately.

You are responsible (and TCF is not responsible) for any losses on Your Account resulting from Your failure to exercise ordinary care, subject to any claims or defenses You may have under the circumstances.

TCF is responsible for processing Your checks, items, or other transactions using customary banking practices, including (but not limited to) the following:

- Using automated processing (without individual visual inspection) of all checks, items, and other transactions under a certain dollar amount determined by TCF from time to time.
- Using automated screening of checks, items, and other transactions which may result in initial acceptance/processing of forms not approved by TCF. TCF reserves the right to reject such checks, items, or other transactions upon subsequent manual inspection.

TCF is not responsible for any losses resulting from its observance of customary banking practices. TCF is responsible for any losses on Your Account due to its failure to observe customary banking practices, subject to any claims or defenses we may have under the circumstances.

### ADDITIONAL PROVISIONS FOR ALL SAVINGS ACCOUNTS

#### RIGHT TO REQUIRE NOTICE OF WITHDRAWAL

TCF has the right to require You to notify TCF in writing at least 7 days before You withdraw or transfer money from Your Account or any longer period required under state law. If TCF decides to act on this right, the period starts the day TCF receives Your written request.

### WITHDRAWALS AND TRANSFER REQUESTS

If You have a savings Account, no more than 6 withdrawals or transfers per monthly statement period may be made from Your Account by telephone or online transfer, automatic withdrawal, or withdrawals You authorize in advance ("preauthorized withdrawals"). If You go over these limits, TCF may either change Your type of Account, close Your Account, or end Your right to withdraw, or transfer money from Your Account by telephone or online transfer, automatic withdrawal, or preauthorized withdrawal. TCF may also refuse to permit withdrawals or transfers that go over these limits and may charge You for requesting such withdrawals or transfers. TCF is not required to honor any request for a telephone or online transfer, automatic withdrawal, or preauthorized withdrawal from a passbook savings Account or certificate of deposit. Telephone or online transfers, automatic withdrawals, and preauthorized withdrawals for other Accounts, when permitted by TCF, are governed by the Agreement for Electronic Fund Transfers Services. TCF does not limit the number or amount of withdrawals and transfers from Your Account to You or Your other TCF Accounts if made by mail, messenger, at an automated teller machine ("ATM"), or in person, except that withdrawals and transfers at ATMs are subject to the limits stated in the Agreement for Electronic Fund Transfers Services.

### ADDITIONAL PROVISIONS FOR SAVINGS ACCOUNTS THAT HAVE CHECK ACCESS

### WITHDRAWALS AND TRANSFER REQUESTS

By federal regulation, the total number of telephone or online transfers, check withdrawals, debit card withdrawals (also known as "Point-of-Sale" or "POS" Transactions), automatic withdrawals, and withdrawals You authorize in advance ("preauthorized withdrawals") that You can make from Your Account is limited to 6 during a monthly statement period. In addition, no more than 3 of these 6 withdrawals may be by check or by POS Transactions during a monthly statement period. If You go over these limits, TCF may either change Your type of Account, close Your Account, or end Your right to withdraw or transfer money from Your Account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. TCF may also refuse to permit withdrawals or transfers that go over these limits and may charge You for requesting such withdrawals or transfers.

### ADDITIONAL PROVISIONS FOR CHECKING ACCOUNTS ONLY

### MASTER ACCOUNTS AND SUBACCOUNTS

For each checking account, TCF may establish on Your behalf a master account and two subaccounts. All information that is made available to You about Your Account will be at the master account level. The subaccounts are comprised of a non-transaction account and a transaction account. On the first day of the month, TCF will allocate funds between the two subaccounts as it deems appropriate. Check, items, or other transactions received by TCF that are drawn against Your master account will be presented for payment against the transaction subaccount. Funds will be transferred from the non-transaction subaccount to cover checks, items, or other transactions presented against the transaction subaccount as may be needed. On the sixth transfer from the non-transaction subaccount during a month, all of the funds on deposit in the non-transaction subaccount will be transferred to the transaction subaccount. If Your checking account earns interest, the use of subaccounts will not affect the interest You earn.

### ADDITIONAL PROVISIONS FOR ALL ACCOUNTS WITH CHECK ACCESS

#### NO ASSIGNMENT OR LOANS

You will not assign or transfer Your Account to anyone. If You assign or grant a security interest in Your Account, TCF is not obligated to honor such an assignment or security interest.

#### RIGHT TO REQUIRE NOTICE OF

For checking accounts that earn interest, TCF has the right to require You to notify TCF in writing at least 7 days before You withdraw or transfer money from Your Account. If TCF decides to act on this right, the period starts the day TCF receives Your written request.

### ORDER OF POSTING

TCF may pay checks, items, or other transactions drawn against Your Account (such as automatic teller machine transactions, debit card transactions, and automatic payment requests that You authorize in advance), and may impose charges on Your Account, in any order that TCF chooses, regardless of any contrary request or instruction You make. If You overdraw the Available Funds in Your Account, the order of posting may have an effect on which items are paid and/or what overdraft charges TCF imposes on Your Account as a result. For example, if TCF posts a large item (or other Account charge) before a smaller item (or Account charge), TCF may dishonor more items for insufficient funds and impose more overdraft charges against You than would otherwise be the case.

### COPIES OF CHECKS

In place of returning each of Your paid checks, TCF may provide the check number, amount, and date of payment in Your periodic statement. If the checks are not returned to You, TCF copies (by means of microfilm, check imaging, or other reproduction) the front and back of each check processed and paid against Your Account. TCF may elect, in its discretion, to provide You with check images of Your paid checks with Your periodic statements. Unless applicable law requires a longer period, TCF will retain copies of Your checks for seven (7) years from the date the checks are charged against Your Account. As soon as TCF copies a check, TCF may destroy it. Within a reasonable time after TCF receives Your request, TCF will furnish a copy to You, if the request falls within the required retention period.

You can order a copy of a canceled check or other debit item, by calling TCF at the telephone number TCF may periodically designate for that purpose. When ordering a copy of a canceled check or other debit item, You must give TCF Your name, account number, check number (if applicable), dollar amount, reference number, and posting date as shown on Your periodic statement. TCF will mail the copy You requested to You. You will be charged for these copies according to TCF's current Deposit Account Services and Prices Schedule, which TCF may change from time to time.

You agree that check images, provided with Your periodic statement, or the availability of copies of checks, and the description of the posting date, item number, and amount of each paid item that TCF includes in Your periodic statement, is sufficient for You to determine if forgeries or alterations have occurred.

### DATES ON CHECKS AND SPECIAL INSTRUCTIONS

TCF may pay any check on a date before the date written on the check, unless You request that TCF not pay the check before the date that is written on it (see "Stop Payment Orders and Postdated Checks" below). TCF may also pay any check that is more than 6 months old. TCF may pay any check regardless of restrictions printed on it (such as "not payable more than 10 days after date of check," or "not valid if over \$5,000") unless TCF has agreed in writing to honor the restrictions. TCF is not liable to You if it pays any check contrary to the restrictions printed on it, even if payment results in an overdraft or other checks not being paid.

### STOP PAYMENT ORDERS AND POSTDATED CHECKS

You may request a stop payment on Your non-certified check, or request that TCF not pay such a check before the date written on the check, provided TCF received Your request in a manner and at a time that gives TCF reasonable opportunity to act. The following rules apply to these requests:

- If You make a request orally, in person, or by telephone, TCF keeps that order in effect for 14 days.
- If You give TCF a written request, TCF keeps that request in effect for 6 or 12 months from the date of original request and payment of the applicable fee on a stop payment order depending on which time You choose, and until the date written on the check on a postdated check request. You may renew the request of a stop payment order for 6 or 12 additional months if You do so in writing. TCF is not required to honor Your request after it has expired.
- You must give TCF Your name, Account number, the check number, and the exact amount of the check, and any other information requested by TCF.

If You submit a valid and timely request to TCF to stop payment on Your check or to not pay Your check before the date written on it, and TCF pays the check by mistake, TCF does not have to put the money back into Your Account unless You prove You were not liable for payment of the check and that You did not benefit from TCF's payment of Your check.

### CHECK CERTIFICATION

TCF may, but it is not required to, certify Your checks at Your request or the request of another person. By certifying a check, TCF agrees that money is available to pay the check. TCF does not have to certify Your check if there is insufficient Available Funds in Your Account.



## YOUR LIABILITY FOR AN UNAUTHORIZED TRANSACTION WHICH APPEARS ON YOUR STATEMENT OF ACCOUNT:

If your statement shows EFT transactions that you did not make, you must tell TCF AT ONCE. If you do not tell TCF within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if TCF can prove that it could have stopped someone from taking the money if you had told TCF in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling TCF, TCF will extend the time periods.

TCF will not be responsible to you for EFT transactions made without your permission if you give your card (or information contained on the card) or Secret Code to a person and then fail to tell TCF when the person is no longer authorized to use your card (or information contained on the card) or Secret Code.

## TCF'S LIABILITY FOR NOT MAKING AN EFT TRANSACTION

If TCF does not complete an EFT transfer to or from your Account on time or in the correct amount according to your agreement with TCF, TCF will be liable for your losses or damages. However, there are some exceptions. TCF will NOT be liable, for instance:

- If, through no fault of TCF's, you do not have enough Available Funds in your Account to make the transfer.
- If the transfer would cause you to go over the credit limit on your overdraft line of credit (if you have one).
- If the ATM or POS terminal where you are making the transfer does not have enough cash.
- If the ATM system or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond TCF's control (such as fire or flood) prevent the transfer, despite reasonable precautions that TCF has taken.
- If your Account is subject to legal process or restricted in any manner by TCF.

There may be other exceptions stated in our agreement with you.

If TCF fails to make an EFT transfer due to insufficient Available Funds due to TCF's failure to credit, in accordance with the terms and conditions of your Account, a deposit of funds to your Account which would have provided sufficient funds to make the transfer, TCF may be liable to you for your losses or damages.

TCF will be liable to you only for the actual damages proved for any action or failure to act which is not intentional and which resulted from a bona fide error if TCF maintained procedures reasonably adapted to avoid the error.

## TRANSACTIONS NOT COVERED BY REGULATION E (BUSINESS ACCOUNTS)

If a transaction is not governed by Regulation E (for example, transactions relating to Accounts not established primarily for personal, family, or household purposes) your liability is different than for EFT transactions covered by Regulation E and will be subject to applicable laws for business accounts.

## ARBITRATION

Disputes with respect to or related to EFT transfers may be submitted to binding arbitration by either you or TCF, as provided in the "Arbitration of Disputes" section in the Checking and Savings Account Terms and Conditions.

## NO ILLEGAL ACTIVITY

The TCF Check Card must **not** be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law.

## PROTECTION OF YOUR PRIVACY

In the ordinary course of processing EFT transactions, TCF may disclose information to third parties about your Account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

For additional information about TCF's Sharing of customer information both within TCF and with parties outside of TCF, see "TCF's Privacy Policy".

If you are located in Minnesota you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of the Minnesota Electronic Fund Transfers Facilities Act and may collect actual damages or \$500, whichever is greater. You may also collect punitive damages, court costs, and reasonable attorney's fees.

## CHANGES TO THIS AGREEMENT

TCF reserves the right to change this Agreement or add additional provisions to this Agreement. TCF will mail a written notice to you 21 days before the effective date of any change or addition to these provisions (if such notice is required by law or regulation) unless an immediate change or addition is necessary to maintain the security of TCF's Electronic Fund Transfer System or your Account or if the change or addition is beneficial to you.

## HEARING IMPAIRED ACCOUNTHOLDERS

If you are hearing impaired and have a telecommunications device for the deaf (TDD), please call. Here's how:

For Colorado accountholders call:  
1-612-339-3075

For Illinois/Indiana accountholders call:  
1-800-999-3004

For Michigan accountholders call:  
1-734-332-3413

For Minnesota accountholders call:  
1-612-339-3075

For Wisconsin accountholders call:  
1-800-999-3004

# Agreement for Electronic Fund Transfers Services

Effective July 7, 2003

EXHIBIT K

[www.tcfexpress.com](http://www.tcfexpress.com)

**TCF<sup>®</sup>  
BANK**

**TCF<sup>®</sup>  
BANK**

# AGREEMENT FOR ELECTRONIC FUND TRANSFERS SERVICES

## DEFINITIONS

"You" and "your" mean each customer.

"TCF<sup>®</sup>" or "TCF<sup>®</sup> Bank" means TCF<sup>®</sup> National Bank.

"Account" means any TCF savings or checking Account you hold, except where the Account Contract indicates otherwise. If you hold more than one Account, Account means all such Accounts, unless stated differently. Account does not include certificate of deposit Accounts for the purpose of this Agreement.

"Available Balance" and "Available Funds" means deposits, or portions of deposits, that are available for withdrawal or to pay checks, items, or other transactions. Deposits to your Account are not available for withdrawals or to pay checks, items, or other transactions for a number of days after the deposit is made. The number of days is stated in TCF's Funds Availability Schedule for Checking and Savings Accounts. TCF has the right to change this Schedule from time to time.

"ACH" refers to the Automated Clearing House. An Automated Clearing House provides for the exchange of electronic deposit and withdrawal entries between financial institutions for their customers' accounts.

"ATM" means an automated teller machine TCF has designated for use by its customers. TCF may change the number and locations of the ATMs you can use from time to time.

"Business Day" means every calendar day except Saturday, Sunday, and federal holidays, but includes Martin Luther King Day, President's Day, Columbus Day, and Veteran's Day.

"Electronic Fund Transfers" or "EFT" means the transfer of funds started by the use of an ATM, POS Transaction, telephone, online by computer ("Internet Banking"), or other electronic means or device. Electronic Fund Transfers do not include transfers made by check or draft (see provisions under "AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS" relating to electronic check conversions). You may make the EFT transactions described below.

"Point-of-Sale Transaction" or "POS Transaction" means a deduction from your Account initiated by the use of your TCF<sup>®</sup> EXPRESS TELLER<sup>®</sup> Card or TCF<sup>®</sup> EXPRESS<sup>®</sup> Check Card that is paid to a third party merchant to pay the merchant for goods, property, or services that are purchased from the merchant or to obtain cash, or both. A POS credit transaction will be made to your Account if you received a refund for goods, property, or services that were purchased from a merchant with your TCF EXPRESS TELLER Card or TCF EXPRESS TELLER Check Card unless you receive a cash refund from the merchant.

"Secret Code" means a private four-to-eight-digit personal identification number ("PIN") selected by you and used to verify the identity of the Account holder and authenticate certain EFT Transactions.

"TCF<sup>®</sup> EXPRESS TELLER<sup>®</sup> Card" (or "TCF ATM Card") means an access card that may be used to initiate Electronic Fund Transfers at an ATM or in certain limited Point-of-Sale Transactions.

"TCF<sup>®</sup> EXPRESS TELLER<sup>®</sup> Check Card" (or "TCF Check Card") means an access card bearing the VISA<sup>®</sup> logo, used to initiate Electronic Fund Transfers.

## SHARING CUSTOMER INFORMATION

For information about TCF's sharing of customer information both within TCF and with parties outside TCF, see TCF's Privacy Policy which was provided to you.

## APPLICATION OF THESE PROVISIONS

The provisions in this Agreement relate specifically to any Electronic Fund Transfers affecting your Account. You also agree to the provisions in your Account Contract, including and including Agreements.

Terms and Conditions, Current Rates and Yields Schedule, Funds Availability Schedule, and Deposit Account Services and Prices Schedule you received when you opened your Account and any additions or changes to the provisions in these documents.

## TYPES OF EFT TRANSACTIONS YOU MAY MAKE WITH YOUR ACCOUNT

### ATM TRANSACTIONS:

If TCF has issued you a TCF ATM Card or TCF Check Card for your Account, you may make deposits, transfers, and withdrawals at an ATM that accepts the TCF ATM Card or TCF Check Card with the following exceptions:

- Deposits and transfers are not allowed at all locations.
- TCF is not required to, but may allow withdrawals at an ATM if your Account's Available Balance would be brought below zero.
- Transfers are allowed between checking and savings Accounts accessed by the same TCF ATM Card or TCF Check Card.
- You cannot use your TCF ATM Card or TCF Check Card to make deposits, transfers, or withdrawals from a certificate of deposit or passbook Account.
- If you have an overdraft line of credit, you may also obtain loans according to the terms of the line of credit agreement.

### POS TRANSACTIONS WITH TCF ATM CARDS:

If you have a checking Account or savings Account with check access, you may use your TCF ATM Card to make Secret Code POS Transactions at certain merchant locations that accept it.

TCF is not required to, but may allow POS Transactions if your Account's Available Balance would be brought below zero.

### POS TRANSACTIONS WITH TCF CHECK CARDS:

If you have a checking Account or savings Account with check access, you may use your TCF Check Card to make POS Transactions at certain merchant locations that accept it.

TCF is not required to, but may allow POS Transactions if your Account's Available Balance would be brought below zero.

### EFT TRANSACTION LIMITS PER ACCOUNT:

You may deposit up to \$5,000 (\$9,999.99 for MN customers only) and transfer up to \$5,000 per day at an ATM.

You may use your TCF ATM Card to make up to fifteen (15) cash withdrawals at an ATM per day, up to a maximum of \$320 per day. You may also use your TCF ATM Card to conduct up to fifteen (15) Secret Code purchases at participating merchants, up to a maximum of \$2,500 per day. The combined daily total for such withdrawals using your TCF ATM Card as outlined above may not exceed 30 withdrawals, up to a maximum of \$2,820 per day.

You may use your TCF Check Card to make up to fifteen (15) cash withdrawals at an ATM per day, up to a maximum of \$320 per day. You may also use your TCF Check Card to conduct up to fifteen (15) signature-based merchant purchases (POS authorizations), up to a maximum of \$2,500 per day. You may also use your TCF Check Card to make up to fifteen (15) non-signature based purchases at participating merchants, up to a maximum of \$2,500 per day. The combined daily total for such withdrawals using your TCF Check Card as outlined above may not exceed forty-five (45) withdrawals, up to a maximum of \$2,820 per day.

These limits are subject to change from time to time. For security reasons there may be times when TCF further limits the amounts stated above.

### AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS:

You may have deposits made to, or withdrawals or payments to third parties made from your checking or savings Account, other than passbook, by use of ACH. You may also have deposits made to your

passbook savings Account by use of ACH. You generally must authorize a company or government agency to pay you or charge your Account in this way.

Under certain circumstances, information on a check you present to a merchant or other third party may be converted to electronic information. In such a transaction, a check reading device is used to read the routing account on your check. The electronic information is then used to debit your Account for the amount you authorized.

If you receive an ACH credit, the credit is not final until we receive final payment from the payor or receive payment as provided in Section 4A-403(a) of the Uniform Commercial Code. If we do not receive final payment or if you receive an ACH credit in error, you agree to return to TCF the amount TCF credited to your Account or you agree TCF may deduct the amount we credited to your Account by debiting (deducting) this amount from any Account held by any of you at TCF.

TCF is not required to, but may allow ACH withdrawals if your Account's Available Balance would be brought below zero.

## TELEPHONE AND INTERNET BANKING (ONLINE BANKING) TRANSFERS:

TCF may, in its discretion, offer you the ability to transfer funds between your savings Account (other than passbook) and your checking Account by telephone using the TCF automated phone service or by Internet Banking. TCF may, at its discretion, offer you the ability to transfer funds from your savings Account (other than passbook) or checking Account to an Account of another TCF customer by telephone using the TCF automated phone service or by Internet Banking. TCF may also offer you additional EFT services, such as bill payment services. At the time you sign up for these services or initiate these transfers, TCF may disclose additional details or conditions regarding the EFT transfer.

## LIMITS ON CERTAIN TRANSFERS FROM SAVINGS ACCOUNTS

By federal regulation, the total number of telephone or Internet Banking transfer withdrawals, check withdrawals, POS Transactions, automatic withdrawals, and withdrawals you authorize in advance ("pre-authorized withdrawals") that you can make from your savings Account is limited to 6 during a calendar month period. These transactions are not available for passbook savings Accounts or certificates of deposit. If your Account is a Money Market Deposit Account ("MMDA") or your savings Account is on a combined periodic statement with your checking Account, the types of transfers and withdrawals described above that you can make from your Account is limited to 6 during a monthly statement period. In addition, no more than 3 of these 6 withdrawals may be by check (if checks are issued for your Account), or by POS Transactions using your TCF ATM Card or TCF Check Card during a monthly statement period. Additional limits on withdrawals are stated in your Checking and Savings Account Terms and Conditions and the Deposit Account Services and Prices Schedule.

If you go over these limits, TCF may either change your Account, close your Account, or restrict your right to withdraw money from your Account. TCF may also refuse to permit withdrawals that go over these limits and may charge you for requesting such withdrawals.

## PRE-AUTHORIZED DEPOSITS AND WITHDRAWALS

If you have arranged to have direct deposits made to your checking Account or savings Account at least once every 60 days from the same person or company, you may call TCF at the numbers listed below to find out whether or not the deposit has been made.

|                  |                           |
|------------------|---------------------------|
| Colorado         | 1-888-823-2840            |
| Illinois/Indiana | 1-847-678-6900            |
| Michigan         | 1-866-823-2265 (TCF-BANK) |
| Minnesota        | 1-612-823-2265 (TCF-BANK) |
| Wisconsin        | 1-888-823-5463 (TCF-LINE) |

If you have a passbook savings Account, you can bring in your passbook to TCF and TCF will record in your passbook any such electronic deposits (such as payroll or Social Security) that were made to your account since the last time you brought in your passbook.

If you have instructed TCF or a third party in advance to make regular payments out of your Account, and these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may ask instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

### PROCESSING OF ATM TRANSACTIONS

Any EFT transactions you make through a TCF ATM are considered to have been made on the Business Day the transactions were actually made at the ATM unless signs posted at the ATM state otherwise. (A TCF ATM is identified by the name TCF National Bank.) Once made, an ATM transaction cannot be reversed at the ATM machine by you. Although it may take more time, it customarily takes 1 Business Day before an EFT transaction at an ATM is recorded on your Account. The processing time of any EFT transactions you make through a non-TCF ATM may vary.

If you make a withdrawal at an ATM located outside of the United States through a network that accepts the TCF ATM Card or TCF Check Card, and the ATM dispenses in a currency other than U.S. dollars, the amount of the withdrawal will be converted to a U.S. dollar equivalent using a (i) wholesale market rate or (ii) government-mandated rate, in effect one day prior to the processing date, increased by one percentage point.

### PROCESSING OF POS TRANSACTIONS

When TCF authorizes a POS Transaction for you (including Check Card transactions), TCF may place a hold on your Account for the amount authorized. Some merchants (for example: gas stations, hotels, and car rental agencies) may obtain an authorization for an amount that exceeds the actual amount of your purchase. TCF deducts the actual POS Transaction amount from your Account and removes any authorization hold the day TCF receives the POS Transaction for payment (the day of presentment). TCF usually receives presentment for payment within three Business Days of the date of authorization, or one Business Day if the POS Transaction requires your PIN (personal identification number).

POS credit transactions (for example, credits you receive from a merchant for returned merchandise) are treated as available funds immediately upon authorization for purposes of debit POS transactions, teller transactions, and ATM transactions. However, they are not treated as available funds for purposes of checks until TCF receives settlement of the credit from the merchant, usually within three Business Days after the date the credit is authorized by the merchant (or within one Business Day, if the transaction is PIN-based).

The payment of goods or services through a POS Transaction will not affect any of your rights or protections against a merchant or liabilities to the merchant that would apply under the law if payment was not made through a POS Transaction (either by cash or credit).

### SERVICE CHARGES FOR EFT TRANSFERS

TCF may charge you for EFT transactions according to its current Deposit Account Services and Prices Schedule, which is subject to change from time to time. The Deposit Account Services and Prices Schedule in effect at the time you opened your Account or requested EFT services was given to you with this Agreement. You may obtain an updated schedule at any TCF branch.

TCF may charge you for an overdraft or insufficient Available Funds according to its current Deposit Account Services and Prices Schedule if an EFT withdrawal transaction is made against an insufficient Available Balance.

TCF may establish new fees and may also change any fees from time to time.

In addition to fees charged by TCF, if you use an ATM or POS terminal that is not owned by TCF, you may be charged a fee by the ATM or POS terminal operator or any network used to complete the EFT (and you may be charged a fee for a balance inquiry at such an ATM even if you do not complete an Electronic Fund Transfer). TCF may deduct this fee from your Account and forward it to the operator or network.

### HOW YOU CAN STOP THE PAYMENT OF AN ACH TRANSACTION

If you instructed TCF in advance to make regular payments out of your Account, you can stop any of these payments upon advance notice. Here's how:

For Colorado accountholders call:

1-888-823-2840

Or write:

Before August 1, 2003

TCF National Bank

9200 East Panorama Circle

Suite 100

Englewood, CO 80112

Starting August 1, 2003

TCF National Bank

6400 South Fiddler's Green Circle

Suite 800

Englewood, CO 80111

For Illinois/Indiana accountholders call:

1-847-678-6900 or 1-800-244-2273

Or write:

TCF National Bank

Customer Service

4849 North Scott Street, Suite 56

Schiller Park, IL 60176

For Michigan accountholders call:

1-866-823-2265 (TCF-BANK)

Or write:

TCF National Bank

Bank Central

P.O. Box 8600

Ann Arbor, MI 48107-8600

For Minnesota accountholders call:

1-612-823-2265 (TCF-BANK) or 1-800-228-8892

Or write:

TCF National Bank

Customer Service

801 Marquette Avenue

Minneapolis, MN 55402-3475

For Wisconsin accountholders call:

1-414-352-6845 or 1-888-823-5463 (TCF-LINE)

Or write:

TCF National Bank

Customer Service

P.O. BOX 170995

Milwaukee, WI 53217-0995

TCF must receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, TCF may also require you to provide your request in writing to the appropriate

address shown above and get it to TCF within 14 days after you call. There is a charge for each stop payment request you give (refer to TCF Deposit Account Services and Prices Schedule). If you ask TCF to stop one of these payments 3 Business Days or more before the transfer is scheduled and TCF does not do so, TCF may be liable for any proximately caused losses or damages.

### ENDING ONE OF YOUR EFT SERVICES

TCF has the right to end or temporarily stop any or all EFT services at any time without prior notice. TCF's intention is to notify you before or promptly after ending any EFT service. You may stop any or all EFT services by a written notice to TCF. Your written notice should be addressed to:

For Colorado accountholders:

Before August 1, 2003

TCF National Bank

9200 East Panorama Circle

Suite 100

Englewood, CO 80112

Starting August 1, 2003

TCF National Bank

6400 South Fiddler's Green Circle

Suite 800

Englewood, CO 80111

For Illinois/Indiana accountholders:

TCF National Bank

Customer Service

4849 North Scott Street, Suite 56

Schiller Park, IL 60176

For Michigan accountholders:

TCF National Bank

Bank Central

P.O. Box 8600

Ann Arbor, MI 48107-8600

For Minnesota accountholders:

TCF National Bank

Customer Service

801 Marquette Avenue

Minneapolis, MN 55402-3475

For Wisconsin accountholders:

TCF National Bank

Customer Service

P.O. Box 170995

Milwaukee, WI 53217-0995

Your written notice is effective when it is received by TCF. If you close all of your accounts accessed by your TCF ATM Card or TCF Check Card, you must return your TCF ATM Card or TCF Check Card if TCF requests its return, or otherwise destroy it.

### STATEMENT AND RECEIPTS

TCF will mail a statement of your Account activity every month that you use your Account for Electronic Fund Transfers. If there has been no activity, TCF will mail a statement at least quarterly. However, you will not receive a statement of Account activity for your passbook savings Account. When you bring your passbook to a TCF office, TCF will record any EFT transactions that were made since the last time you brought your passbook to TCF. You may call TCF at the numbers listed below to find out if any EFT transactions have been made.

|                  |  |
|------------------|--|
| Colorado         | 1-888-823-2840                                 |
| Illinois/Indiana | 1-847-678-6900                                 |
| Michigan         | 1-866-823-2265 (TCF-BANK)                      |
| Minnesota        | 1-612-823-2265 (TCF-BANK)                      |
| Wisconsin        | 1-414-352-6845 or<br>1-888-823-5463 (TCF-LINE) |

You can get a receipt at the time you make a transfer to or from your Account using an ATM or POS terminal, unless you agree to proceed with a transaction where no receipt can be given. In the case of a POS Transaction, the receipt will reflect a deduction from your Account equal to the amount of the POS Transaction. The POS Transaction authorization may exceed the amount ultimately deducted from your Account upon settlement of the transaction or in the event the transaction is reversed prior to settlement.

### IF YOUR TCF ATM CARD OR TCF CHECK CARD IS LOST OR STOLEN

If you believe that your TCF ATM Card or TCF Check Card is lost or stolen, that your Secret Code is lost or may no longer be secret or that someone has transferred or may transfer money from your Account without your permission, you must call or write. Here's how:

For Colorado accountholders call:  
1-888-823-2840

Or write:

*Before August 1, 2003*

TCF National Bank  
9200 East Panorama Circle  
Suite 100  
Englewood, CO 80112

*Starting August 1, 2003*

TCF National Bank  
6400 South Fiddler's Green Circle  
Suite 800  
Englewood, CO 80111

For Illinois/Indiana accountholders call:  
1-847-678-6900 or 1-800-244-2273

Or write:

TCF National Bank  
4849 North Scott Street, Suite 56  
Schiller Park, IL 60176

For Michigan accountholders call:  
1-866-823-2265 (TCF-BANK)

Or write:

TCF National Bank  
Bank Central  
P.O. Box 8600  
Ann Arbor, MI 48107-8600

For Minnesota accountholders call:  
1-612-661-6985

Or write:

TCF National Bank  
Customer Service  
801 Marquette Avenue  
Minneapolis, MN 55402-3475

For Wisconsin accountholders call:  
1-414-352-6845 or 1-888-823-5463 (TCF-LINE)

Or write:

TCF National Bank  
Customer Service  
P.O. Box 170995  
Milwaukee, WI 53217-0995

Calling is best. Your Secret Code is used by you for security purposes. You must not give this information to anyone. Do not write your Secret Code on, or keep it near your TCF ATM Card or TCF Check Card.

### ERRORS YOU HAVE FOUND OR QUESTIONS YOU HAVE ABOUT YOUR ACCOUNT'S EFT TRANSACTIONS

In case of errors or questions about your Account's EFT transactions, stop in at any TCF branch or:

For Colorado accountholders call:

1-888-823-2840

Or write:

*Before August 1, 2003*

TCF National Bank  
9200 East Panorama Circle  
Suite 100  
Englewood, CO 80112

*Starting August 1, 2003*

TCF National Bank  
6400 South Fiddler's Green Circle  
Suite 800  
Englewood, CO 80111

For Illinois/Indiana accountholders call:

1-847-678-6900 or 1-800-244-2273

Or write:

TCF National Bank  
Customer Service  
4849 North Scott Street, Suite 56  
Schiller Park, IL 60176

For Michigan accountholders call:

1-866-823-2265 (TCF-BANK)

Or write:

TCF National Bank  
Bank Central  
P.O. Box 8600  
Ann Arbor, MI 48107-8600

For Minnesota accountholders call:

1-612-623-2265 (TCF-BANK) or 1-800-228-8892

Or write:

TCF National Bank  
Reg E Department  
801 Marquette Avenue  
Minneapolis, MN 55402-3475

For Wisconsin accountholders call:

1-414-352-6845 or 1-888-823-5463 (TCF-LINE)

Or write:

TCF National Bank  
Customer Service  
P.O. Box 170995  
Milwaukee, WI 53217-0995

You must call or write as soon as you can if you think your statement of Account activity is wrong or if you think the amount printed in your passbook is wrong or if you think your ATM or POS receipt, Internet Banking transfers, or notice of electronic deposit or withdrawal is wrong. You must also call or write if you need more information about a transfer listed on your statement of Account activity or receipt. TCF must hear from you no later than 60 days after it sent to you the FIRST statement where the problem or error appeared or 60 days after the problem or error was printed in your passbook or appeared in your statement, notice, or receipt.

- Tell TCF your name and Account number.
- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information, and
- Tell TCF the dollar amount of the suspected error.

If you tell TCF orally, TCF may require that you send your complaint or question in writing within 10 Business Days.

TCF will determine whether an error occurred within 10 Business Days (20 Business Days for an Electronic Fund Transfer to or from the Account within 30 days after the first

deposit to the Account) after it hears from you and will correct any error promptly. If TCF needs more time, however, it may take up to 45 days (90 days for an Electronic Fund Transfer to or from the Account within 30 days after the first deposit to the Account or for any POS Transaction or for foreign-initiated transactions) to investigate your complaint or question. If TCF decides to do this, TCF will re-credit your Account within 10 Business Days (20 Business Days for an Electronic Fund Transfer to or from the Account within 30 days after the first deposit to the Account) for the amount of any withdrawal that you think is in error so that you will have the use of the money during the time it takes TCF to complete its investigation. If TCF asks you to put your complaint or question in writing and TCF does not receive it within 10 Business Days, TCF may not re-credit your Account.

TCF will tell you the results of its investigation within 3 Business Days after completing its investigation. If TCF decides that there was no error, TCF will send you a written explanation. You may ask for copies of the documents that TCF used in its investigation.

### FOR MICHIGAN CUSTOMERS ONLY:

An error is defined to include any EFT transaction made by someone without your actual authority, but does not include a transaction by a person to whom you have given your TCF ATM Card or TCF Check Card and Secret Code which is made prior to the time you tell TCF that the person is not authorized to make transactions. A error also includes incorrect transactions, omitted transactions, computational and bookkeeping errors, incorrect amounts received by you in an EFT transaction, unidentified or misidentified transactions, and requests for documentation, information, or clarification concerning EFT transactions.

Complaints or questions about TCF's compliance with these provisions can be directed to the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, TX 77010.

### YOUR LIABILITY FOR EFT TRANSACTIONS MADE WITHOUT YOUR PERMISSION

#### YOUR LIABILITY DUE TO A LOST OR STOLEN TCF ATM CARD, TCF CHECK CARD, OR SECRET CODE:

You must tell TCF AT ONCE if you believe your TCF ATM Card, TCF Check Card, or Secret Code has been lost or stolen. Calling TCF is the best way of keeping your possible losses down. You could lose all the money in your Account plus any unused portion of your approved credit line if you have an overdraft line of credit.

#### TCF ATM CARD, TCF CHECK CARD, or SECRET CODE:

If you believe your TCF ATM Card, TCF Check Card, or Secret Code has been lost or stolen, and you tell TCF within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or Secret Code without your permission (except as stated below). If you do NOT tell TCF within 2 Business Days after you learn of the loss or theft of your card or Secret Code and TCF can prove that it could have stopped someone from using your card or Secret Code without your permission if you had told TCF, you could lose as much as \$500 (except as stated below in the section titled YOUR LIABILITY FOR AN UNAUTHORIZED TRANSACTION WHICH APPEARS ON YOUR STATEMENT OF ACCOUNT).

#### TCF CHECK CARD:

For TCF Check Card transactions through VISA®, there is no liability to you for losses to your Account, which are determined to be fraudulent transactions by third parties. (Certain exceptions apply.) However, you should report a lost or stolen card or unauthorized activity on your Account as soon as possible after it occurs. For transactions that require a Secret Code to be used, your liability is the same as disclosed for a TCF ATM Card or Secret Code.

**TAB L**

Funds from all other check deposits will be available no later than the seventh Business Day after the Day of Deposit for local checks and the eleventh Business Day after the Day of Deposit for non-local checks. TCF may, in some cases, reduce (shorten) these time periods.

## FAIR CREDIT REPORTING ACT

The 7th and 11th Business Day time frames described in the previous section are shortened based in whole or in part on information obtained from TransUnion, 2 Baldwin Place, P.O. Box 1000, Chester, PA 19022, (800) 888-4213 (a consumer reporting agency). You have a right under the Fair Credit Reporting Act to know the information contained in your file at the consumer reporting agency. The reporting agency played no part in TCF's decision and is unable to supply specific reasons why TCF made its decision. You also have a right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

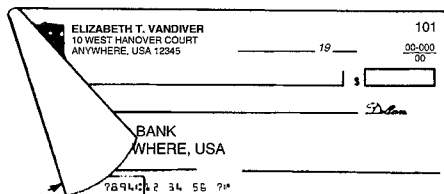
## PROBLEMS WITH YOUR DEPOSIT

Even though funds may be available, and even though you may have withdrawn them, you are still responsible for problems with the deposit, such as deposited checks that are returned unpaid.

## ENDORISING YOUR CHECK

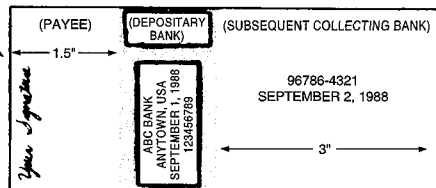
By regulation, a specific area on the back of every check must be left blank so that the bank can properly endorse it. If you sign your name or add other wording or stamp in this restricted area, you will be liable for checks that are returned late for that reason.

You will meet endorsement requirements and avoid possible liability if you keep your endorsement (including any wording or stamp) within 1 1/2 inches of the trailing edge of the check. The trailing edge is the left-hand side of the check as you look at the front. The example below shows the trailing edge and where you should place the endorsement.



(check front)

TRAILING  
EDGE



(check back)

## Savings Accounts

TCF's General Policy on funds availability for checking accounts, stated above, also applies to your savings accounts that have check access. TCF's General Policy on funds availability for savings accounts that do not have check access is as follows. For these accounts "availability" means available for cash withdrawal, or other withdrawals or transfers permitted for your account.

### SAME DAY AVAILABILITY

Cash and funds from wire transfers, including preauthorized credits, such as Social Security benefits and payroll payments, are available on the Day of Deposit.

### FOURTH DAY AVAILABILITY

If your account has been open more than 45 days, local check deposits to your account are available on the fourth Business Day after the Day of Deposit. See OTHER CHECK DEPOSITS section to determine whether a check is considered local.

### FIFTH DAY AVAILABILITY

If your account has been open more than 45 days, all deposits to your account (other than those given same day or fourth day availability) are available on the fifth Business Day after the Day of Deposit.

### NINTH DAY AVAILABILITY

If your account has been open 45 days or less, all deposits to your account (other than those given same day availability) are available on the ninth Business Day after the Day of Deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Deposits to your account at ATMs will be available on the fifth Business Day after the Day of Deposit. TCF may, but is not required to, accept deposits at ATMs not owned or operated by TCF. If such deposits are accepted, the funds are available on the fifth Business Day after the Day of Deposit. You can identify TCF's ATMs by looking for the "TCF National Bank" name displayed on the machine.

# Funds Availability Schedule for Checking and Savings Accounts

Effective July 7, 2003

EXHIBIT L

*info*

[www.tcfexpress.com](http://www.tcfexpress.com)

**TCF  
BANK**

**TCF  
BANK**

## GENERAL POLICY

Our general policy at TCF® National Bank ("TCF") is to make funds available from deposits on the second Business Day after the Day of Deposit (local checks), or the fifth Business Day after the Day of Deposit (non-local checks). Funds from certain types of check deposits are available on the first Business Day after the Day of Deposit (see "Next Day Availability"). Also, the first \$100 of check deposits not otherwise qualifying for next day availability is made available on the first Business Day after the Day of Deposit. Your account agreement restricts the kinds of deposits you may make at TCF ATMs and TCF may not accept deposits made at non-TCF ATMs. For ATMs accepting TCF deposits, the funds are available the first Business Day after the Day of Deposit (for ATMs owned or operated by TCF) or the fifth Business Day (for ATMs not owned or operated by TCF).

When funds are "available", it means that they are available for all uses permitted by your account agreement. TCF may, in some circumstances, make funds available for limited purposes earlier than under the general policy. TCF's policy is described in more detail below.

## DETERMINING THE AVAILABILITY OF A DEPOSIT

The number of days until your funds are available is counted in "Business Days" after the "Day of Deposit." Every weekday is a Business Day, excluding Saturdays, Sundays, and federal holidays.

Your "Day of Deposit" is the Business Day on which TCF receives your deposit with appropriate deposit/posting instructions, provided TCF receives it before the cutoff time. For purposes of determining your Day of Deposit, Business Day includes the following federal holidays: Martin Luther King Day, Presidents' Day, Columbus Day, and Veterans Day. If TCF receives a deposit, on a Saturday, Sunday, or federal holiday (other than those four federal holidays), your Day of Deposit is the next Business Day.

The "cutoff time" is determined as follows for deposits (other than ATM deposits) or other credits to your Account:

- (1) Branch closing in Colorado
- (2) 2 p.m. in Illinois, Indiana and Wisconsin
- (3) 3 p.m. in Michigan
- (4) 3 p.m. in Minnesota.

All times are local times. Some branches may allow later cutoff times - check with your branch.

For deposits received by TCF ATMs, the cutoff time is posted on the ATM. You can identify TCF's ATMs by looking for the "TCF National Bank" name displayed on the machine.

## SAME DAY AVAILABILITY

Cash deposited in person, checks drawn on TCF deposited in TCF Colorado branches, and funds from wire transfers, including preauthorized credits, such as Social Security benefits and payroll payments, are available on the Day of Deposit.


## NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first Business Day after the Day of Deposit:


- (a) U.S. Treasury checks which are payable to you.
- (b) Checks drawn on TCF (except checks drawn on a TCF branch located in Michigan using routing number 272471098 and deposited in another state and checks drawn on TCF deposited in TCF Colorado branches).
- (c) State and local government checks which are deposited in person and are payable to you, if you use a special deposit slip available from a TCF teller upon request.
- (d) Cashier's, certified, and teller's checks which are deposited in person and are payable to you, if you use a special deposit slip available from a TCF teller upon request.
- (e) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders which are deposited in person and are payable to you.

Funds from checks in categories (c), (d), and (e) are available the second Business Day after the Day of Deposit if they meet all the requirements except they are not deposited in person.


## OTHER CHECK DEPOSITS

The availability for "other check" deposits depends on whether the check is considered a local or a non-local check. To see whether a check is a local or a non-local check, you can look at the routing number on the check which begins after the symbol  on the bottom of the check.

**Personal check**

|  |                |
|--|----------------|
| Pay to the order of _____  | 19 _____       |
| \$ _____   |                |
| (Bank Name and Location)   | dollars        |
|  0750 000 | 0000000000 000 |
| Routing Number   |                |

**Business check**

|   |                |
|---|----------------|
| Name of Company _____   | 19 _____       |
| Address, City, State _____  |                |
| Pay to the order of _____   | \$ _____       |
| (Bank Name and Location)  | dollars        |
| 0000000000  0750 000 | 0000000000 000 |
| Routing Number  |                |

Local and non-local status is determined by state, as follows:

- (1) For checks deposited in **Colorado**:

If the first two digits of the routing number are 10 or 30, then the check is a local check. Otherwise, the check is a non-local check.

- (2) For checks deposited in **Illinois and Indiana**:

If the first three digits of the routing number are 071 or 271, then the check is a local check. Otherwise, the check is a non-local check.

- (3) For checks deposited in **Michigan**:

If the first three digits of the routing number are 072 or 272, then the check is a local check. Otherwise, the check is a non-local check.

- (4) For checks deposited in **Minnesota**:

If the first four digits of the routing number are 0910, 0911, 0912, 0913, 0914, 0915, 0918, 0919, 0960, 2910, 2911, 2912, 2913, 2914, 2915, 2918, 2919, or 2960, then the check is a local check. Otherwise, the check is a non-local check.

- (5) For checks deposited in **Wisconsin**:

If the first four digits of the routing number are 0750, 0759, 2750, or 2759, then the check is a local check. Otherwise, the check is a non-local check.

TCF's policy is to make funds from these checks available as follows:

1. **Local Checks.** The first \$100 from a deposit of local checks will be available on the first Business Day after the Day of Deposit. The remaining funds will be available on the second Business Day after the Day of Deposit.

For example: If you deposit a local check of \$700 before the cutoff time on Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

2. **Non-local Checks.** The first \$100 from a deposit of non-local checks will be available on the first Business Day after the Day of Deposit. The remaining funds will be available on the fifth Business Day after the Day of Deposit.

For example: If you deposit a non-local check of \$700 on a Wednesday before the cutoff time, \$100 of the deposit is available on Thursday. The remaining \$600 is available on the following Wednesday.

If you deposit both local and non-local checks, only \$100 of the total of all "other checks" deposited on that day will be available on the first Business Day after the Day of Deposit, not \$100 from each check or category of checks.

In some instances, TCF will treat checks as local or non-local based upon the location of the bank by which the check is payable, not the routing number on the bottom of the check.

For example: If a credit union share draft is payable by a credit union that is located in the same check-processing region as the state in which your TCF account was opened, the share draft will be treated as a local check, even if the draft is payable through a bank that is located outside TCF's check processing region as determined by the routing number of the check. If you have any questions about a specific check, you may contact your local TCF office.

## HOLDS ON OTHER FUNDS (CHECK CASHING)

If TCF cashes a check for you that is drawn on another bank, TCF may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check TCF cashed would have been available if you had deposited it. For example: If TCF cashes a \$400 local check for you before the cutoff time, \$300 of the funds already in your account may not be available until the second Business Day after TCF cashed the check.

## DEPOSITS AT AUTOMATED TELLER MACHINES

You agree to not deposit cash at TCF ATMs. You agree to deposit cash only with a teller at a TCF branch. TCF may, but is not required to, accept deposits at ATMs not owned or operated by TCF. If such deposits are accepted, the funds are available on the fifth Business Day after the Day of Deposit. You can identify TCF's ATMs by looking for the "TCF National Bank" name displayed on the machine.

Funds from deposits made at TCF ATMs will be available the first Business Day after the Day of Deposit.

## LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) If you deposit checks during the first 30 days of a new account (See SPECIAL RULES FOR NEW ACCOUNTS).
- (b) TCF believes a check you deposit will not be paid.
- (c) TCF redeposits a check that has been returned unpaid.
- (d) You deposit checks totaling more than \$5,000 on any day.
- (e) You have overdrawn your account repeatedly in the last six months.
- (f) There is an emergency, such as a failure of communications or computer equipment.

TCF will notify you if TCF delays your availability to withdraw funds based on one of the reasons described in paragraphs (a) through (f) above and TCF will tell you when the funds will be available. TCF may notify you, but is not required to for the reason described in paragraph (a). Funds will generally be available no later than the eleventh Business Day after the Day of Deposit.


## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your Account is open.

Funds from the electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the Day of Deposit if your deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth Business Day after the Day of Deposit. If your deposit of these checks is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the Day of Deposit.

**TAB M**



|   |   |
|---|---|
|  | <b>Policy: Affirmative Action/EEO Policy Statement</b>                |
|   | <b>Contains information regarding:</b> Equal employment opportunities |
|   | <b>Effective Date: 01-01-02</b>                                       |

**Policy Manual Statement**

*The Human Resources Policy Manual, Programs and Procedure, and/or Employee Guidebook do not create an employee contract between TCF and the employee. TCF reserves the right to change, add, eliminate, or modify any of these documents at its discretion, with or without notice. TCF's interpretation of the policies as applied to particular circumstances is final.*

The employment policy of TCF National Bank and its affiliates is to provide an equal employment opportunity to all qualified and qualifiable employees and applicants without regard to race, creed, religion, color, sex, national origin, age, disability, marital status, status with regard to public assistance or affectionable or sexual preference or other factors identified and protected by state and local legislation, as well as to disabled veterans, or Vietnam veterans, or the handicapped. TCF will make a continuing affirmative effort to insure that all personnel policies and practices will be administered in a manner consistent with the requirements and objectives of the Department of Labor guidelines and of all related state and federal regulations.

This obligation includes the areas of:

Recruitment, hiring, training, promotion, transfer or demotion, lay off or termination;

Compensation, benefits and education;

Social and recreational programs.

As an Equal Employment Opportunity employer, we encourage handicapped, disabled veterans and Vietnam era veteran applications and employees to make themselves known to the EEO (Affirmative Action) Coordinator. If you are a covered veteran or think you are either mentally or physically handicapped in a manner which substantially impairs one or more of your major life's activities, you may request special consideration under our Affirmative Action Program. If you so desire, please make your interest known by notifying the Human Resources Department. Any information provided is voluntary and will be treated confidentially.

Our Affirmative Action Program for handicapped personnel and covered veterans is available for inspections by applicants and employees. Interested employees or applicants please contact your local Human Resources Director for review of the Affirmative Action Program.

Related Policies: ADA

Employment Discrimination

**TAB N**

**EXHIBIT N****EEOC POLICY STATEMENT****Relationship of Title VII of the Civil Rights Act to the  
Immigration Reform and Control Act of 1986**

(adopted February 26, 1987)

With its enactment of the Immigration Reform and Control Act of 1986, Congress for the first time has made it unlawful for an employer to hire individuals who are not legally authorized for employment in the United States. While adopting these new requirements, Congress was also concerned that some employers might overreact and refuse to hire individuals who appeared or sounded "foreign." Although Congress recognized that the existing prohibitions on national origin discrimination in Title VII of the Civil Rights Act would cover much of the potential discrimination, Congress also included in the Act a new nondiscrimination provision, to be enforced by the Department of Justice, which prohibits national origin discrimination by smaller employers not covered by Title VII and discrimination because of citizenship status by all employers with four or more employees.

Since the Immigration Act went into effect on November 6, 1986, public discussion of the effect of the new law on employment practices has not focused on the continuing requirements of Title VII. Rather, public attention has been directed primarily to the requirements of the new statute and the procedures by which it will be enforced. The Immigration Act, however, leaves in full force and effect the provisions of Title VII which ban discrimination in employment on account of national origin. See Section 102(b) of the Immigration Reform and Control Act of 1986. The Commission, therefore, wishes to reaffirm that it will continue vigorously to enforce the nondiscrimination provisions of Title VII in accordance with its published guidelines and its existing instructions to its field staff. Commission employees are instructed to review this existing guidance, briefly summarized below, to ensure that they will be alert to any discrimination problems which may arise as a result of the Immigration Act.

**Basic Nondiscrimination Requirement**

Title VII bans employment practices which subject individuals to different or unequal treatment on account of their national origin. Consistent with this basic nondiscrimination principle, the Immigration Act requires an employer to verify that all individuals hired after the effective date of the act are legally authorized for employment in the United States.

An employer who seeks such documentation only from "foreign looking" applicants or employees may violate both the Immigration Act and Title VII. Thus, an employer who scrupulously complies with the requirements of the Immigration Act as to all new employees will eliminate one important source of potential discrimination.

**Other Employment Practices Which May Violate Title VII**

In addition to complying with the Immigration Act, an employer must also continue to ensure that he or she does not discriminate against individuals in hiring or any other aspect of employment based on their national origin. Employers should not mistakenly conclude either that they can avoid problems under the Immigration Act by ceasing to employ individuals of a particular national origin, or that the act in any way sanctions less than full equal opportunity for employees of all ethnic backgrounds. Acting on such mistaken beliefs will merely precipitate violations of Title VII. Particular attention should be paid to

the following employment practices, as they may violate Title VII under the circumstances described below:

**1. Refusal to Hire.** It is unlawful to refuse to hire an individual because of the individual's, or his or her ancestors', place of origin or because of the individual has the physical, cultural, or linguistic characteristics of a particular national origin group. It is also unlawful to refuse to hire an individual because of the individual's marriage to or association with members of a national origin group, or because the individual's name or spouse's name is associated with a particular national origin. See EEOC Guidelines on Discrimination Because of National Origin, 29 CFR 1606.1.

**2. Accent.** It is unlawful to discriminate against an individual because of the individual's accent or manner of speaking unless the employer can show a legitimate, nondiscriminatory reason for his or her action. Where an employer claims that the individual's accent interfered with job performance, the Commission will carefully investigate the kinds of communications required by the job and the individual's ability to engage in those communications successfully. See EEOC Policy Statement on Discrimination Based on Manner of Speaking or Accent, adopted in August 1986 and filed in section 623 of the EEOC Compliance Manual.

**3. Harassment.** Harassment of employees on the basis of their national origin in unlawful under Title VII. Ethnic slurs and other verbal or physical conduct relating to an individual's national origin constitute harassment when this conduct: 1) has the purpose or effect of creating an intimidating, hostile environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. See EEOC Guidelines on Discrimination Because of National Origin, 20 CFR 1606.8.

**4. Speak-English-Only Rules.** Rules which require employees to speak English only at all times are presumptively unlawful because they unduly burden individuals whose primary language is on other than English, and tend to create a hostile or discriminatory work environment based on national origin. An employer may have a more limited rule, requiring that employees speak only in English at certain times, where the employer can show that the rule is justified by business necessity. See EEOC Guidelines on Discrimination Because of National Origin, 29 CFR 1606.8.

**5. Height or Weight Requirements.** Height or weight requirements are unlawful where they disproportionately disqualify individuals of a particular national origin and are not related to successful job performance. See EEOC Guidelines on Discrimination Because of National Origin, 29 CFR 1606.6(a)(2); *Dothard v. Rawlinson*, [14 EPD 7632] 433 US 321 (1977).

**6. English Fluency Requirements.** English fluency requirements may violate Title VII if they are adopted for discriminatory reasons or are not applied equally to all employees or applicants. Such requirements may also be unlawful if they disproportionately disqualify individuals of a particular national origin and are not shown to be job related. See EEOC Guidelines on Discrimination Because of National Origin, 29 CFR 1606.6 (b)(1); EEOC Compliance Manual, Sec. 623.9.

**7. Aptitude or Other Employment Tests.** Under existing law and applicable guidelines, aptitude or other employment tests may violate Title VII is they are not applied equally to all applicants, or if they disproportionately disqualify applicants of a particular national origin and are not show to be related to successful job performance. See EEOC

Guidelines on Discrimination Because of National Origin, 29 CFR 1606.6; Griggs v. Duke Power Co., [3 EPD 8137] 401 US 424 (1971).

**8. Citizenship Requirements or Preference.** Citizenship requirements or preferences may be unlawful under Title VII if they have either the purpose or effect of discriminating against individuals because of their national origin. See EEOC Guidelines on Discrimination Because of National Origin, 29 CFR 1606.5; EEOC Compliance Manual, Sec. 622; Espinoza v. Farah Manufacturing Co. [6 EPD 8944] 414 US 86 (1973). A citizenship requirement has a discriminatory effect if it disproportionately disqualifies individuals of a particular national origin and is not justified by a business necessity. An employer may not defend such a practice simply by showing that it hired other individuals of the same national origin who met the citizenship requirement. Connecticut v. Teal, [29 EPD 32, 820] 457 US 440 (1982)\*.

\* While the Immigration Act also prohibits discrimination on the basis of citizenship in some circumstances, that act specifically states that it is not a violation of the Immigration Act to prefer a citizen over an alien where both are equally qualified. Employers should be aware, however, that such citizenship preferences may still violate Title VII if they have the purpose or effect of discriminating on the basis of national origin.

**TAB O**

## EXHIBIT O

### TCF PREFERRED ONLINE BANKING

**TCF Preferred Online Banking** is an advanced Internet banking service available FREE with U Card checking accounts.

With **TCF Preferred Online Banking** you can:

- Check your account balances
- Save your account transaction details for up to 18 months
- Transfer money between accounts
- View one combined statement for all your deposit accounts
- Download checking and savings account transaction details into Quicken® or Microsoft Money®
- Establish account balance alerts sent to you by email or to your email enabled wireless device

## ***TCF Full Service Banking***

- Checking and Savings
- Business Banking
- Consumer Loans and Personal Lines of Credit
- Home Equity Loans
- Education Loans
- Commercial Banking
- Home Loans
- Investments\*

## ***TCF Phone Services***

Customer Service 612-TCF-BANK (612-823-2265)  
or 1-800-228-8892  
Consumer Loans 612-TCF-LEND (612-823-5363)  
or 1-800-786-1212  
Business Banking 1-866-TCF-BIZZ  
(1-866-823-2499)

## ***Branch Hours***

Most branch hours are:

**Drive-up:** Monday-Friday 7 a.m. - 7 p.m.  
Saturday 8 a.m. - 3 p.m.  
Sunday 10 a.m. - 3 p.m.  
**Lobby:** Monday-Friday 9 a.m. - 6 p.m.  
Saturday-Sunday 10 a.m. - 3 p.m.

Open seven days a week in Cub Foods

Monday-Friday 9 a.m. - 8 p.m.  
Saturday-Sunday 9 a.m. - 6 p.m.

**Metro Downtown and Greater Minnesota  
hours vary by location.**

INVESTMENT PRODUCTS ARE NOT FDIC-INSURED, MAY  
LOSE VALUE, NOT A DEPOSIT OF OR GUARANTEED BY ANY  
BANK OR GOVERNMENT AGENCY.

\*TCF Investments is comprised of the following TCF Financial Corporation subsidiaries. At 1300 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102-1211, TCF Securities, Inc., Member NASD & SIPC (securities) and TCF Financial Insurance Agency, Inc. (fixed annuities). At 435 Water Street, Excelsior, MN 55331-1835, TCF Agency Insurance Services, Inc. (life insurance).

©2003 TCF National Bank. \*No annual fee. No per transaction fee for /isa® system check card purchases or for ATM transactions at TCF EXPRESS TELLER ATMs. (A TCF EXPRESS TELLER ATM is identified by the name TCF on it.) Transaction fees may apply in other circumstances - refer to TCF Services & Prices brochure for details. Member FDIC.  
www.tcfexpress.com.



MNPIB0094 (9/03)

# CONVENIENT SERVICES



EXHIBIT O

**TCF  
BANK**



# TCF offers you greater convenience . . .

As a TCF Bank customer you will enjoy more convenience:

- Open 7 days at most TCF locations.
- No charge to talk to tellers.
- Automated 24-hour phone service.
- Direct deposit, upon request, into any checking or savings plan.
- Free online banking.

## **TCF® Totally Free Online<sup>SM</sup>** ***www.tcfexpress.com***

Banking with us is now more convenient than ever! Simply enroll online and you get instant access to your accounts. And, *TCF Totally Free Online* is absolutely free – no charges, no monthly fees.\*

- Review your account history.
- Transfer funds between TCF accounts.
- View account balances.
- Change or add secret codes.
- Request statement copies.
- Reorder checks and more!



### **It's Safe and Secure**

Your privacy and security are as important to us as they are to you. TCF Bank uses advanced technology to ensure that your personal information and confidential transactions remain safe, secure and private.

## **TCF® Preferred Online<sup>SM</sup>**

For an advanced Internet banking service with an online bill payment option, *TCF Preferred Online* is for you. In addition to all the features of *TCF Totally Free Online*, you can:

- Keep an electronic check register.
- Reconcile your account electronically.
- View a consolidated statement for TCF Bank deposit accounts.
- Download checking and savings activity into Quicken® or Microsoft® Money.

Access is free for customers with *TCF® Checking With Interest*, *TCF® Wall Street Checking*, *TCF® VIP Checking* and *TCF® 55+ Checking* or bill payment subscribers. For all other accounts, a monthly access fee of \$2.95 applies.

### **Online Bill Payment Pricing**

Paying your bills through [www.tcfexpress.com](http://www.tcfexpress.com) will save you time! For just \$5.95 per month, you get 10 bill pay transactions. Each transaction in excess of 10 per month is just an additional 40 cents per item. It couldn't be more convenient.

## **TCF® Express Coin Service<sup>SM</sup>**



Bring your coin into participating TCF Bank locations for free coin counting. Do-it-yourself coin counting is easy, fast and accurate for TCF customers.

\*No fee for *TCF Totally Free Online*. Additional fees apply for bill payment and other services with *TCF Preferred Online*. Fees subject to change.

## MINNEAPOLIS AND SUBURBS

### ANOKA

405 E. Main St.

### BLAINE

585 Northtown Dr.\*  
12595 Central Ave NE\*  
4205 Pheasant Ridge Dr. NE\*  
Northtown  
331 Hwy. 10 N.E.

### BLOOMINGTON

Southtown  
7800 Penn. Ave. S.  
10520 France Ave. S.\*  
341 Lyndale Ave. S.\*

### BROOKLYN CENTER

2950 County Rd. 10  
3245 County Rd. 10\*

### BROOKLYN PARK

7944 Brooklyn Blvd.  
7555 W. Broadway\*

### BURNSVILLE

12751 Nicollet Ave. S.  
2900 W. Highway 13\*  
1800 W. County Rd. 42\*

### CHANHASSEN

900 W. 78th St.

### COON RAPIDS

2050 Northdale Blvd. N.W.\*  
12900 Riverdale Dr. N.W.\*  
3345 - 124th Ave. N.W.

### CRYSTAL

5301 - 36th Ave. N.\*

### EDEN PRAIRIE

606 Prairie Center Dr.  
3015 Den Rd.\*

### EDINA

3924 W. 50th St.  
Southdale  
3330 W. 66th St.  
5775 York Ave. S.\*

### ELK RIVER

19216 Freeport Ave.\*  
19270 Freeport St. N.W.

### EXCELSIOR

435 Water St.

### FRIDLEY

5205 Central Ave. N.E.  
250 - 57th Ave. N.E.\*

### LAKEVILLE

17269 Kenyon Ave.

### MAPLE GROVE

16450 County Rd. 30  
8150 Wedgewood Ln.\*

### MINNEAPOLIS

5937 Nicollet Ave. S.\*  
Dinkytown  
1501 University Ave. S.E.  
Downtown  
801 Marquette Ave.  
Fifth Street - Skyway  
150 S. 5th St., Ste. 275

### IDS Skyway

80 S. 8th St.  
Lake Street  
2850 26th Ave. S.\*  
Minnehaha  
3118 E. Lake St.  
NE Minneapolis  
1602 New Brighton Blvd.  
Nicollet  
5550 Nicollet Ave. S.  
Stadium Village  
615 Washington Ave. S.E.  
Uptown  
1444 W. Lake St.

### MINNETONKA

Ridgedale  
1801 Plymouth Rd.  
4801 Hwy. 101\*

### PLYMOUTH

15525 - 34th Ave. N.  
3550 Vicksburg Ln. N.\*  
4445 Nathan Ln. N.\*

### ROBBINSDALE

4165 W. Broadway

### ST. ANTHONY

Apache  
3899 Silver Lake Rd.  
3930 Silver Lake Rd.\*

### ST. LOUIS PARK

Knollwood  
8020 Highway 7  
3620 Texas Ave. S.\*

### SHAKOPEE

1198 Vierling Dr.\*

## ST. PAUL AND SUBURBS

### APPLE VALLEY

7520 W. 149th St.  
15350 Cedar Ave. S.\*

### ARDEN HILLS

1160 W. County Rd. E.

### COTTAGE GROVE

8690 E. Point Douglas Rd.\*  
7155 E. Point Douglas Rd.

### EAGAN

3380 Denmark Ave. S.  
1940 Cliff Lake Rd.\*

### FOREST LAKE

1186 W. Broadway  
2013 Broadway St. W.\*

### HASTINGS

1729 Market Blvd.\*

### INVER GROVE HEIGHTS

7850 Cahill Ave.\*

### MAPLEWOOD

2989 White Bear Ave.  
100 W. County Rd. B\*  
2390 White Bear Ave.\*

### OAK PARK HEIGHTS

5850 Neal Ave.

### ROSEMOUNT

3784 150th St. W.\*

### ROSEVILLE

2100 N. Snelling Ave.  
Har Mar  
2100 N. Snelling Ave.\*

### ST. PAUL

Downtown  
444 Cedar St. - #220  
Midway  
1440 University Ave.\*  
Highland Park  
1601 Randolph Ave.  
Scenic Hills  
1988 Suburban Ave.  
West St. Paul  
1503 S. Robert St.  
2021 S. Robert St.\*

### STILLWATER

1801 Market Place\*

### WHITE BEAR LAKE

2226 - 5th St.

### WHITE BEAR TOWNSHIP

1059 Meadowland Dr.\*

### WOODBURY

7377 Currell Blvd.  
8432 Tamarack Village\*

## GREATER MINNESOTA

### DULUTH

(Inside Holiday Express Station)  
1530 Woodland Ave.

### MANKATO

1800 Madison Ave.\*  
Downtown Mankato  
325 S. Broad St.

### MANKATO WEST

1200 S. Riverfront Dr.\*

### MONTICELLO

216 7th St. W.\*

### NEW ULM

26 S. Broadway

### NORTHFIELD

2423 Hwy. 3 S.\*

### ST. CLOUD

250 - 33rd Ave. S.\*  
1001 4th Street S.E.\*  
Downtown Centre Square  
660 Mall Germain  
St. Cloud - West  
200 - 25th Ave. S.  
St. Cloud State University  
Atwood Center  
720 4th Ave. S.

\*Located inside Cub Foods

Detach the card below at the perforation, fold and store in a convenient, secure place for 24-hour access to your TCF accounts.

## TCF Accounts

Keep track of your important account numbers here.

Checking \_\_\_\_\_

Savings \_\_\_\_\_

Line of Credit \_\_\_\_\_

Mortgage \_\_\_\_\_

Other \_\_\_\_\_

[www.tcfexpress.com](http://www.tcfexpress.com)

### TCF Automated Phone Service

Convenient 24-hour banking gives you the freedom to bank when and where you want. All it takes is a touch-tone phone and secret code to conduct routine transactions on checking, savings and certificates of deposit accounts.

### TCF Customer Service

Talk directly to a TCF Representative for information on your deposit account, loan or other TCF services. Information on current interest rates, branch hours and locations is also available.

Detach the card below at the perforation, fold and store in a convenient, secure place for 24-hour access to your TCF accounts.

### TCF Automated Phone Service

Call: **612-341-0206** or  
**Outside the Metro Area 1-800-688-4823**

- ① Account Information
  - Press 1 for Balance Inquiry
  - Press 2 for Checks Paid
  - Press 3 for Last Five Transactions
  - Press 4 to Order Statement
  - Press 5 for Last Year's Interest
- ② Transfer Funds
- ③ Activate TCF® Check Card<sup>SM</sup>, Change or Add Secret Code/PIN
- ④ Reorder Checks
- ⑤ Repeat the Options

### TCF Customer Service

Call: **612-TCF-BANK (823-2265)** or  
**Outside Metro Area 1-800-228-8892**

- ① Checking or Savings Information or to Activate TCF Check Card
- ② Consumer Loan Information
- ③ Home Mortgage Information
- ④ Other Services, or to Speak to a TCF Representative, or to Report a Lost or Stolen TCF Check Card
- ⑤ Repeat the Options

### Free\* TCF® Check Card<sup>SM</sup>!

The TCF Check Card can be used just like your checks wherever Visa® cards are accepted. There are no annual fees when using your card. The card may also be used at ATMs. Enjoy FREE unlimited deposits, withdrawals or balance inquiries at TCF® EXPRESS TELLER® ATMs.



### Direct Access to your Home Equity Loan!

Enjoy convenient access to your home equity credit line with your TCF® CommandLine<sup>SM</sup> Card. Make purchases with your credit line anywhere Visa® is accepted. You can even use it to get advances at ATMs displaying the Visa® logo.

